



CITY COUNCIL MEETING

October 21, 2014 – Agenda

Mt. Si Senior Center, 411 Main Ave. S., North Bend, Washington

7:00 P.M. – CALL TO ORDER, ROLL CALL, FLAG SALUTE

CONSENT AGENDA:

		Pg.#
1) Minutes	Council Meeting of October 7, 2014	1
2) Payroll	October 3, 2014 – 27153 through 27159, in the amount of \$156,650.47	
3) Checks	October 21, 2014 – 60250 through 60325, in the amount of \$408,772.05	
4) AB14-103	Ordinance – Amending 2014 Budget Ordinance 1513	Ms. Masko 5

CITIZEN'S COMMENTS: (Please restrict comments to 3 minutes)

COMMISSION AND COMMITTEE REPORTS:

Planning Commission	Community & Economic Development – Councilmember Cook
Parks Commission	Finance & Administration – Councilmember Pettersen
Economic Development Commission	Public Health & Safety – Councilmember Gothelf
	Transportation & Public Works – Councilmember Loudenback
	Mayor Pro Tem – Councilmember Kolodejchuk
	Eastside Fire & Rescue Board – Councilmember Gothelf or Williamson

INTRODUCTIONS:

5) AB14-104	Motion – Setting Public Hearing Date for Salish Ave Annexation	Ms. Burrell	17
6) AB14-105	Ordinance – Amending NBMC RE LDR Zoning Regulations	Ms. Estep	39
7) AB14-106	Resolution – Authorizing Contract with Beckwith Consulting for Meadowbrook Farm Business Plan	Mr. McCarty	75

MAYOR, COUNCIL & ADMINISTRATOR CONCERNS AND INITIATIVES: (Business and general information presented that may be deliberated upon by the Council. Formal action may be deferred until a subsequent meeting; immediate action may be taken upon a vote of a majority of all members of the Council.)

ADJOURNMENT:

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NORTH BEND CITY COUNCIL MINUTES

October 7, 2014

Senior Center, 411 Main Ave. S., North Bend, Washington

CALL TO ORDER, ROLL CALL:

Mayor Hearing called the regular meeting to order at 7:00 p.m.

Councilmembers Present: Cook, Gothelf, Loudenback, Pettersen and Williamson. Councilmembers Kolodejchuk and Rosen were absent.

CONSENT AGENDA:

Minutes – Council Meeting of August 19, 2014 & Council Meeting of September 2, 2014

Payroll – September 5, 2014 – 27137 through 27144, in the amount of **\$156,193.79**

September 19, 2014 – 27145 through 27152, in the amount of **\$124,041.55**

Checks – September 16, 2014 – 60114 through 60170, in the amount of **\$199,010.01**

October 7, 2014 – 60171 through 60249, in the amount of **\$1,296,713.93**

AB14-095 – Ordinance 1535 Amending NBMC 15.02.500 Work Exempt from Permit

AB14-096 – Motion Authorizing Work Order with Blueline for 12th Street Project

AB14-097 – Ordinance 1536 Amending NBMC regarding Open Space

AB14-098 – Motion Authorizing ILA with Si View MPD regarding Train Depot

AB14-099 – Motion Authorizing Contract with Xerox for CH & CED Copiers

AB14-100 – Motion Authorizing Contract with Beckwith Consulting

Councilmember Gothelf **MOVED**, seconded by Councilmember Cook to approve the consent agenda as presented. The motion **PASSED** 5-0.

CITIZEN'S COMMENTS:

Dave Olson, 440 Main Ave S, reported on donations gathered recently for Eastside Baby Corner. He noted the organizers of the Night on the Dark Trail were seeking volunteers for their October 25th & 26th event and the Snoqualmie Valley Food Bank requested donations of canned goods on Sunday, October 12th.

Celia McNay, 13121 455th Place SE, expressed concern about the safety of 140th Avenue SE and Tanner Road. She noted improvements to 140th Avenue SE should receive precedence as the road was used by those traveling to and from Twin Falls Middle School. Additionally, she requested limiting access to the proposed Segale development to the eastern direction by closing the western entrance on Tanner Road in favor of 140th and Middle Fork Road.

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Travis Bridgman, 713 Ogle Ave NE, mentioned the approaching fall season and encouraged drivers to travel carefully during inclement weather.

EXECUTIVE SESSION:

Mayor Hearing recessed the regular meeting for an Executive Session at 7:10 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i). The Executive Session was expected to last up to thirty minutes and videotaping of the meeting ceased.

Mayor Hearing called the meeting back to order at 7:22 p.m.

Councilmember Gothelf **MOVED**, seconded by Councilmember Pettersen to reject appellant property owners' settlement offers concerning their assessments under ULID No. 6 and making the City's last, best and final offer in the amount of \$200,000. This amount will be paid if the City receives full releases from each property owner and dismissal of all pending litigation. If appellants accept this offer then they must figure out distribution of this offer amongst themselves. This is an all or nothing offer and the City will not settle with some appellants and not others. The motion **PASSED** 5-0.

INTRODUCTIONS:

AB14-101 – Public Hearing Cont., Ordinance 1537 Ordering Reassessment **Audio: 12:10**
of Certain Appellant Owned Properties in ULID No. 6

City Administrator Lindell provided the staff report.

Mayor Hearing announced the Public Hearing on an Ordinance Ordering Reassessment of Certain Appellant Owned Properties was opened at the September 2, 2014 City Council meeting and continued to tonight's meeting.

Todd Wyatt, 20 Sixth Avenue NE, Issaquah, Legal Counsel for Appellant Property Owners, noted he would inform his clients of the City's offer concerning ULID No. 6 assessments. He reviewed his October 7th letter sent to the City Attorney in which he expressed his objection to language in the proposed ordinance that stated the Court of Appeals authorized the City Council to adopt a new ordinance with a revised description of the Improvement and questioned the City's jurisdiction or statutory authority under RCW 35.43 or 35.44 to revise the description of an improvement that had already been constructed.

Mayor Hearing closed the Public Hearing at 7:30 p.m.

Councilmember Loudonback **MOVED**, seconded by Councilmember Gothelf to approve AB14-101, an ordinance reassessing 7 property owners in ULID No. 6 and revising the description of the utility improvement, as a first and final reading. The motion **PASSED** 5-0.

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Councilmember Gothelf **MOVED**, seconded by Councilmember Williamson to amend the main agenda to include an Executive Session at the end of tonight's meeting to discuss pending litigation, pursuant to RCW 42.30.110 (1)(i) and a collective bargaining agreement, pursuant to RCW 42.30.140(4). The motion **PASSED** 5-0.

AB14-102 – Public Hearing, Ordinance 1538 Amending Taxes, Rates & Fees Schedule RE School Impact Fees **Audio: 18:55**

City Administrator Lindell provided the staff report.

Mayor Hearing opened the Public Hearing on an Ordinance Amending Taxes, Rates & Fees Schedule regarding School Impact Fees at 7:34 p.m. There were no public comments and Mayor Hearing closed the Public Hearing at 7:34 p.m.

Ryan Stokes, Snoqualmie Valley School District Assistant Superintendent of Finance and Operations, responded to questions from Council regarding School Impact Fee calculations.

Councilmember Pettersen **MOVED**, seconded by Councilmember Gothelf to approve AB14-102, an ordinance adopting the School District's Capital Facilities Plan by reference and amending the Taxes, Rates, & Fees Schedule, as a first and final reading. The motion **PASSED** 5-0.

MAYOR, COUNCIL, AND ADMINISTRATOR CONCERNS AND INITIATIVES:

Councilmember Pettersen commented on improvements along Main Street North and thanked Judy Bilanko and the Snoqualmie Valley Gardening Club for their beautification efforts. She noted the Northwest Railway Museum had added a steam train and was running a Halloween Train on October 25th & 26th. Additionally, she reported tickets were now on sale for the ever popular Santa Train.

City Administrator Lindell thanked citizen volunteers, Public Works Director Rigos and Public Works Street Lead Larry Shaw for their efforts during the recent Main Street beautification project and noted the project bordered an area that was recently cleared to accommodate additional parking for the downtown area. She reported the City had recently provided City employees and elected officials with identification badges.

Mayor Hearing spoke regarding the following items:

- Fire Station 87 Open House – October 11th from 10 a.m. to Noon
- Statistics from June 7th Special Recycling Event
- Yard Waste Recycling Program – October 11th & 25th from 8 a.m. to Noon
- City's S&P Rating Upgrade to "AA" for UT & LTGO Bonds
- WFOA Award Recognition for Dawn Masko and Beth Waltz

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EXECUTIVE SESSION:

Mayor Hearing recessed the regular meeting for an Executive Session at 7:50 p.m. to discuss potential litigation, pursuant to RCW 42.30.110(1)(i) and a collective bargaining agreement, pursuant to RCW 42.30.140(4). No action was anticipated as a result of the Executive Session, which was expected to last thirty minutes and videotaping of the meeting ceased.

The regular meeting was reconvened at 8:20 p.m.

ADJOURNMENT:

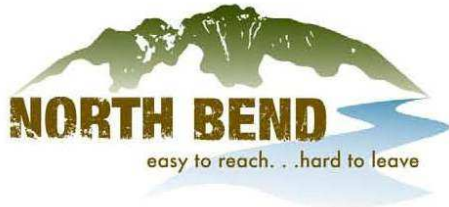
Councilmember Gothelf **MOVED** to adjourn, seconded by Councilmember Loudenback. The motion **PASSED** 5-0.

The meeting adjourned at 8:20 p.m.

ATTEST:

Kenneth G. Hearing, Mayor

Susie Oppedal, City Clerk



City Council Agenda Bill

SUBJECT:		Agenda Date: October 21, 2014		AB14-103
An Ordinance Amending the 2014 Budget Ordinance 1513 to Reflect Changes in Revenues and Expenditures		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		X
		Public Works – Mark Rigos		
Cost Impact: N/A				
Fund Source: Multiple				
Timeline: Immediate				
Attachments: Ordinance, Exhibit A, Exhibit B				
<p>SUMMARY STATEMENT:</p> <p>It is a prudent financial practice to periodically adjust an adopted budget to reflect major revenue or expenditure items that occur during the year and were unanticipated during the budget process. It is not uncommon that Council may approve unanticipated expenditures during the course of the year. Budget amendments are needed to address these issues and ensure that we adjust revenues or appropriations as necessary to keep us within authorized budget limits per Washington State law. Additionally, budget amendments better reflect each fund's anticipated ending fund balances. The State Auditor expects such adjustments to occur.</p> <p>This budget amendment consists of miscellaneous and housekeeping adjustments. Miscellaneous adjustments typically account for unanticipated expenditure items and revenue adjustments, recognizing revenues and expenditures due to grants, insurance recoveries and settlements, and donations. Housekeeping adjustments account for corrections and adjustments due to necessary accounting rules and the adjustment of beginning fund balances to equal the prior year actual ending fund balances.</p> <p>Detail regarding specific budget line item changes being recommended for adjustment is contained in Exhibit B to the Ordinance. Highlights include:</p> <ul style="list-style-type: none"> • Recognize savings from several positions which were not filled or filled mid-way through the year, and appropriating funds for consultants utilized as needed. • Increase appropriation in the General Fund (001) for higher than anticipated jail, public defender and court costs as a result of proactive policing efforts. • Increase appropriation in the General Fund (001) for tenant improvements to the old Fire Station and repairs and maintenance to the City Hall facility • Appropriate \$20,222 transfer from General Fund to Municipal Projects Fund (310) for closeout of new Fire Station construction project. • Increase appropriation in the Streets Overlay Fund (103) by \$434,026 and recognize TIB Grant for North Bend Way overlay projects. • Recognize developer deposits into the Development Projects Fund (125) and corresponding expenditures. • Adjust appropriations in the Municipal Projects Fund (310) to recognize anticipated capital projects activity and corresponding revenues. 				

City Council Agenda Bill

<ul style="list-style-type: none"> • Appropriate funds for the critical improvements to the Wastewater Treatment Plant and recognize higher operating and hauling costs. • Appropriate additional funding for general network and technology infrastructure maintenance in the Technology Operations Fund (501-100). • 		
<p>COMMITTEE REVIEW AND RECOMMENDATION: The Finance & Administration Committee was provided this ordinance for review prior to the October 21st Council meeting.</p>		
<p>RECOMMENDED ACTION: MOTION to approve AB14-103, an ordinance amending the 2014 Budget, as a first and final reading.</p>		
<p>RECORD OF COUNCIL ACTION</p>		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 21, 2014		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, AMENDING THE CITY'S 2014 BUDGET AND SALARY SCHEDULE ORDINANCE NO. 1513; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council adopted the City's 2014 Budget pursuant to Ordinance No. 1513 on December 3, 2013 and revised the budget pursuant to Ordinance No. 1527 and No. 1533; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1513 and amended in Ordinance No. 1527 and No. 1533; and

WHEREAS, certain revisions to the 2014 budget are now necessary;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND,
WASHINGTON, DO HEREBY ORDAIN AS FOLLOWS:**

Section 1. The 2014 Budget, as amended in Ordinance No. 1533 is hereby amended as set forth in Exhibit "A".

Section 2. The explanations of the amendments are listed in Exhibit "B".

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. This ordinance shall be published in the official newspaper of

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the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF OCTOBER, 2014.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk

CITY OF NORTH BEND
2014 Budget Appropriation Adjustment
"Exhibit A"

FUND	REVENUES AND OTHER SOURCES			EXPENDITURES AND OTHER USES			ENDING BALANCE
	Current Budget	Adjustment	Revised Budget	Current Budget	Adjustment	Revised Budget	
Operating							
General							
001 General	\$ 6,692,917	\$ 159,608	\$ 6,852,525	\$ 5,923,812	\$ 163,667	\$ 6,087,479	\$ 765,046
Subtotal General Fund	6,692,917	159,608	6,852,525	5,923,812	163,667	6,087,479	765,046
Special Revenue							
101 Street	724,966	5,841	730,807	724,966	5,841	730,807	-
102 Capital Streets	233,021	45,000	278,021	112,706	32,432	145,138	132,883
103 Streets Overlay	253,117	249,020	502,137	40,000	434,026	474,026	28,111
106 Mitigation & Impact Fees	1,288,593	135,775	1,424,368	682,183	-	682,183	742,185
107 Hotel/Motel Tax	10,261	-	10,261	8,600	-	8,600	1,661
108 Economic Development	90,234	(3,700)	86,534	90,234	(3,700)	86,534	-
116 Park Capital Improvement	45,982	34,087	80,069	-	23,000	23,000	57,069
125 Developer Projects (CED)	251,916	225,300	477,216	138,000	227,500	365,500	111,716
Subtotal Special Revenue Funds	2,898,090	691,323	3,589,413	1,796,689	719,099	2,515,788	1,073,625
Debt Service							
215 2010 LTGO Debt - Tollgate	191,900	-	191,900	191,900	-	191,900	-
216 2011 Fire Station Bond Redemption	505,195	-	505,195	335,100	-	335,100	170,095
217 2012 LTGO TBD Bond Redemption	145,870	-	145,870	145,825	-	145,825	45
240 PWTF Loan Debt Service	-	-	-	-	-	-	-
Subtotal Debt Service Funds	842,965	-	842,965	672,825	-	672,825	170,140
Total Operating Funds	10,433,972	850,931	11,284,903	8,393,326	882,766	9,276,092	2,008,811
Capital Improvement							
310 Municipal Projects	2,234,120	(275,568)	1,958,552	1,544,358	(95,860)	1,448,498	510,054
320 Capital Improvement (REET)	635,918	320,000	955,918	302,940	-	302,940	652,978
Subtotal Capital Improv. Fund	2,870,038	44,432	2,914,470	1,847,298	(95,860)	1,751,438	1,163,032
Enterprise							
401 Water Operations & Capital	4,008,990	-	4,008,990	2,804,277	-	2,804,277	1,204,713
402 Sewer Operations & Capital	4,405,313	10,504	4,415,817	1,951,604	1,326,863	3,278,467	1,137,350
404 Storm Operations & Capital	1,365,691	14,886	1,380,577	582,522	87,763	670,285	710,292
404 Flood Operations	648,035	-	648,035	99,650	-	99,650	548,385
405 Solid Waste & Recycling Operations	173,626	-	173,626	50,476	-	50,476	123,150
450 ULID #6 Construction	-	-	-	-	-	-	-
451 ULID #6 Revenue Bond Redemption	4,094,057	-	4,094,057	1,515,000	1,420	1,516,420	2,577,637
452 ULID #6 Revenue Bond Reserve	1,347,030	-	1,347,030	-	-	-	1,347,030
Subtotal Enterprise Funds	16,042,742	25,390	16,068,132	7,003,529	1,416,046	8,419,575	7,648,557
Internal Service							
501 Equipment Operations	336,705	-	336,705	336,458	-	336,458	247
501 Technology Operations	112,396	33,121	145,517	112,396	33,121	145,517	-
502 Equipment Reserve	329,663	-	329,663	-	-	-	329,663
502 Technology Reserve	57,314	-	57,314	-	5,950	5,950	51,364
Subtotal Internal Service Fund	836,078	33,121	869,199	448,854	39,071	487,925	381,274
Total Budget	\$ 30,182,830	\$ 953,874	\$ 31,136,704	\$ 17,693,007	\$ 2,242,023	\$ 19,935,030	\$ 11,201,674

CITY OF NORTH BEND
2014 Budget Appropriation Adjustment
Exhibit "B"

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
General Fund (001)			General Fund (001)		
WA State Traffic Safety Commission grant	001-000-000-333-20-60-01	798	King County Election Services	001-000-011-514-40-51-00	\$ 5,917
GMA Grants	001-000-000-334-04-20-00	\$ 9,000	Legal Advertising	001-000-013-511-30-41-06	1,500
Facility Lease	001-000-000-362-50-00-00	8,200	Communications contract	001-000-013-513-10-41-00	16,000
AWC Technology Grant	001-000-000-367-11-00-00	1,108	Issaquah Municipal Court	001-000-012-512-50-51-00	10,000
Donation - Adventure Sports	001-000-000-367-11-00-07	3,302	Special Legal Services	001-000-015-515-30-41-02	88,000
Transfer from Downtown Plaza Project (310-100-004)	001-000-000-397-00-00-06	100,000	Public Defender charges	001-000-015-515-30-41-03	14,500
Transfer from NB/Cedar Falls Roundabout (310-100-005)	001-000-000-397-00-00-07	13,700	Cell phone charges	001-000-014-514-20-42-01	600
Transfer from Torguson Park Trails/Plaza (310-200-001)	001-000-000-397-00-00-08	23,500	Banking annual fees	001-000-014-514-20-49-01	8,230
			Municipal Code publishing	001-000-018-514-20-41-02	2,100
			Worker's Comp Retro Program	001-000-018-517-60-41-00	2,972
			Facility repairs & maintenance	001-000-018-518-30-48-00	9,400
			Tenant improvements - old Fire Station	001-000-018-518-30-48-01	10,000
			King County Sheriff's contract	001-000-021-521-20-51-00	(24,000)
			King County Animal Services	001-000-021-554-30-51-01	(6,000)
			Jail services costs	001-000-023-523-60-51-00	95,000
			Emergency Management supplies	001-000-025-525-60-31-00	(2,100)
			Emergency Management - mobile radios	001-000-025-525-60-35-00	3,165
			Emergency Management Plan - consultant	001-000-025-525-60-41-00	4,240
			Building Inspector position salary savings	001-000-024-524-20-10-02	(48,000)
			Building Inspector position benefits savings	001-000-024-524-20-20-01	(26,500)
			Building - contracted services	001-000-024-524-20-41-00	25,000
			PW Project Manager salary savings	001-000-032-542-10-10-00	(35,000)
			PW Project Manager benefits savings	001-000-032-542-10-20-00	(15,000)
			PW Project Manager computer equipment	001-000-032-594-48-64-00	1,800
			Associate Planner position salary savings	001-000-058-558-60-10-02	(20,000)
			Associate Planner position benefits savings	001-000-058-558-60-20-02	(20,000)
			Planning - consultant services	001-000-058-558-60-41-00	5,000
			CEDD Copier Lease	001-000-058-558-60-45-00	3,000
			WRIA/other professional dues	001-000-058-558-60-49-00	3,000
			Meadowbrook Farm Business Plan	001-000-056-576-90-41-01	5,000
			Meadowbrook Farm - public art project	001-000-056-576-90-41-02	1,667
			Downtown Block Party	001-000-070-573-90-49-03	3,000
			Multi-Sport Festival	001-000-070-573-90-49-05	2,700
			Downtown Beautification	001-000-070-576-80-49-00	3,000
			Small Parks Improvements	001-000-076-576-80-35-01	5,000
			PW Shop Sewer System Connection	001-000-076-576-80-63-00	(5,000)
			Imperial Demolition (Red Letter house)	001-000-096-594-59-61-00	8,954
			Transfer to Fire Station CIP Project (310-042)	001-000-097-597-00-00-03	20,222
			Transfer to Economic Development (Fund 108)	001-000-097-597-52-00-01	6,300
Total General Fund Adjustment		\$ 159,608	Total General Fund Adjustment		\$ 163,667

CITY OF NORTH BEND
2014 Budget Appropriation Adjustment
Exhibit "B"

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Street Fund (101)			Street Fund (101)		
Street Permits	101-000-000-322-40-00-00	\$ 2,500	Overtime	101-000-000-542-90-10-10	\$ 11,000
AWC Loss Control Grant	101-000-000-367-07-00-00	1,350	Repair & Maintenance	101-000-000-543-50-52-00	(1,544)
Insurance Recoveries	101-000-000-398-00-00-00	1,991	ULID #6 Annual Assessment	101-000-000-543-50-52-00	1,385
Total Street Fund Adjustment		\$ 5,841	PW Shop Sewer System Connection	101-000-000-543-50-63-00	(5,000)
			Total Street Fund Adjustment		\$ 5,841
Capital Streets Fund (102)			Capital Streets Fund (102)		
Transfer from Downtown Plaza Project (310-100-004)	102-000-000-397-95-00-12	\$ 45,000	Transfer to NB Way Sidewalks (310-044)	102-000-000-597-95-63-14	\$ 32,432
Total Streets Capital Fund Adjustment		\$ 45,000	Total Streets Capital Fund Adjustment		\$ 32,432
Streets Overlay Fund (103)			Streets Overlay Fund (103)		
TIB Grant - NB Way Torguson to 436th	103-000-003-334-03-80-00	\$ 249,020	Street Overlay - Preservation	103-000-000-595-30-63-00	\$ (18,000)
			Overlay - NB Way 436th to 140th	103-000-001-595-30-63-00	1,801
			Overlay - NB Way Bendigo to Bridge	103-000-002-595-30-63-00	54,350
			Overlay - NB Way Torguson to 436th	103-000-003-595-30-63-00	395,875
Total Streets Overlay Fund Adjustment		\$ 249,020	Total Streets Overlay Fund Adjustment		\$ 434,026
Impact Fees & Mitigation Fund (106)			Impact Fees & Mitigation Fund (106)		
Transportation Impact Fees	106-100-000-345-85-00-00	\$ 115,000			\$ -
Maloney Grove Park Fee (in Lieu of)	106-400-001-345-89-00-00	18,723			\$ -
Tree Replacement Mitigation Payment	106-500-000-345-89-00-00	2,052			\$ -
Total Impact Fees & Mitigation Fund Adjustment		\$ 135,775	Total Impact Fees & Mitigation Fund Adjustment		\$ -
Hotel/Motel Tax Fund (107)			Hotel/Motel Tax Fund (107)		
Beginning Fund Balance	107-000-000-308-10-00-00	\$ -	Hotel/Motel Tax Fund Adjustment		\$ -
Total Hotel/Motel Tax Fund Adjustment		\$ -	Total Hotel/Motel Tax Fund Adjustment		\$ -
Economic Development Fund (108)			Economic Development Fund (108)		
North Bend Downtown Foundation	108-000-000-367-00-00-01	\$ (10,000)	Tourism Graphics & Banners	108-000-000-557-30-31-00	\$ (11,000)
Transfer from General Fund	108-000-000-397-52-00-01	6,300	Visitor Information Center supplies	108-000-000-557-30-31-03	4,500
			Advertising	108-000-000-557-30-41-01	1,000
			Visitor Information Center lease	108-000-000-557-30-45-00	(11,700)
			Historic Architect - Façade Assistance	108-000-000-558-70-41-02	(2,000)
			Downtown Master Plan Implementation	108-000-000-558-70-41-07	(4,500)
			Historic Restoration Grants	108-000-000-558-70-41-12	6,000
			Tourism Signage	108-000-000-594-58-63-00	14,000
Total Economic Development Fund Adjustment		\$ (3,700)	Total Economic Development Fund Adjustment		\$ (3,700)
Park Capital Improvement Fund (116)			Park Capital Improvement Fund (116)		
King County Grant - Riverfront Park Ivy	116-000-000-337-07-05-05	\$ 8,544	Tollgate Farmhouse Ivy Removal	116-000-000-594-76-61-06	\$ 23,000
KC Conservation District Grant - Tollgate Farmhouse Ivy	116-000-000-337-07-07-00	25,543			\$ -
Total Park Capital Improvement Fund Adjustment		\$ 34,087	Total Park Capital Improvement Fund Adjustment		\$ 23,000

Council Packet October 21, 2014

CITY OF NORTH BEND
2014 Budget Appropriation Adjustment
Exhibit "B"

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Development Projects Fund (125)			Development Projects Fund (125)		
Developer Deposits (CED)	125-000-000-345-89-00-00	\$ 225,300	Developer Projects - Consultants	125-000-000-559-30-41-00	\$ 200,000
			Developer Projects - Miscellaneous	125-000-000-559-30-49-00	27,500
Total Developer Projects Fund Adjustment		\$ 225,300	Total Developer Projects Fund Adjustment		\$ 227,500
Municipal Projects Fund (310)			Municipal Projects Fund (310)		
TIB Grant - NB Way Sidewalks - Downing to Orchard	310-000-044-334-03-80-00	\$ 42,000	Fire Station Construction	310-000-042-594-22-62-02	\$ 55,947
Transfer from Capital Streets Fund (102)	310-000-044-397-95-63-00	32,432	NB Way Sidewalks - Downing to Orchard - Design	310-000-044-595-61-63-00	1,578
WSDOT Federal Grant - Downtown Plaza	310-000-004-333-00-00-00	(350,000)	NB Way Sidewalks - Downing to Orchard - Construction	310-000-044-595-61-63-01	62,250
			Downtown Plaza - Design	310-100-004-595-64-63-00	(119,910)
			Downtown Plaza - Construction	310-100-004-595-64-63-01	(360,000)
			Transfer to General Fund	310-100-004-597-00-00-02	100,000
			Transfer to Capital Streets Fund (102)	310-100-004-597-00-00-03	45,000
			NB/Cedar Way Roundabout Landscaping	310-100-005-594-64-61-00	(16,825)
			Transfer to General Fund	310-100-005-597-00-00-00	13,700
			NE 12th Street Reconstruction	310-100-009-595-64-63-00	30,000
			Torguson Park Trails & Plaza	310-200-001-594-76-61-01	(23,500)
			Transfer to General Fund	310-200-001-597-00-00-00	23,500
			Civic Center Pre-Design	310-300-000-594-18-62-00	10,350
			Fire Station Tenant Improvements	310-400-001-594-58-62-00	28,000
			Glazier Lot Improvements	310-400-002-595-65-61-00	54,050
Total Municipal Projects Fund Adjustment		\$ (275,568)	Total Municipal Projects Fund Adjustment		\$ (95,860)
Capital Improvements (REET) Fund (320)			Capital Improvements (REET) Fund (320)		
Real Estate Excise Tax Local 0.25%	320-000-000-318-34-00-00	\$ 160,000			\$
Real Estate Excise Tax 0.25% Capital Growth	320-000-000-318-35-00-00	160,000			\$
Total Capital Improvements (REET) Fund Adjustment		\$ 320,000	Total Capital Improvements (REET) Fund Adjustment		
Sewer Operations & Capital Fund (402)			Sewer Operations & Capital Fund (402)		
Side Sewer Fees & Inspection	402-000-000-343-20-00-01	\$ 3,388	WWTP Operator salary savings	402-000-000-535-10-10-00	\$ (20,000)
Sewer Application & Inspection	402-000-000-343-50-00-01	7,116	WWTP Operator benefits savings	402-000-000-535-10-20-00	(30,000)
			Legal Fees - ULID #6	402-000-000-535-10-41-05	50,000
			ULID #6 Annual Assessment	402-000-000-535-10-52-00	1,385
			Operating supplies	402-000-000-535-80-31-00	9,000
			Professional Services - Sewer Repairs/Upgrade	402-000-000-535-80-41-00	140,000
			Hauling costs	402-000-000-535-80-41-04	475,700
			State sewer excise/B&O taxes	402-000-000-535-80-44-00	10,000
			PW Shop Sewer System Connection	402-000-000-594-35-63-01	(5,000)
			Vector Truck	402-000-000-594-35-64-12	(250,000)
			Odor Control - Design & Construction	402-500-003-594-35-63-00	58,940
			Odor Control - Retainage	402-500-003-594-35-63-01	1,838
			South Fork Lift Station Capacity	402-500-004-594-35-63-00	(50,000)
			WWTP Critical Improvements - Design & Construction	402-500-005-594-35-63-00	935,000

CITY OF NORTH BEND
2014 Budget Appropriation Adjustment
Exhibit "B"

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Total Sewer Operations & Capital Fund Adjustment		\$ 10,504	Total Sewer Operations & Capital Fund Adjustment		\$ 1,326,863

CITY OF NORTH BEND
2014 Budget Appropriation Adjustment
Exhibit "B"

REVENUES & OTHER SOURCES			EXPENDITURES & OTHER USES		
Description	Account Number	Amount	Description	Account Number	Amount
Storm Operations & Capital Fund (404)			Storm Operations & Capital Fund (404)		
Storm Drainage Facility Fee - Capital GFC	404-500-000-379-00-00-00	\$ 14,886	Stormwater Comp Plan Update	404-500-000-531-31-41-00	\$ 2,348
			NB Way - Downing to Orchard	404-500-004-594-31-63-00	85,415
Total Storm Operations & Capital Fund Adjustment		\$ 14,886	Total Storm Operations & Capital Fund Adjustment		\$ 87,763
ULID #6 Bond Redemption Fund (451)			ULID #6 Bond Redemption Fund (451)		
			ULID #6 Trustee Fee	451-000-000-592-35-89-00	\$ 1,420
Total ULID #6 Bond Redemption Fund Adjustment		\$ -	Total ULID #6 Bond Redemption Fund Adjustment		\$ 1,420
Technology Operations Fund (501)			Technology Operations Fund (501)		
General Fund assessment	501-100-000-348-80-00-00	\$ 16,606	General Network & Technology Maintenance	501-100-000-518-55-48-01	\$ 33,121
Streets assessment (101)	501-100-000-348-80-00-01	973			
Economic Development assessment (108)	501-100-000-348-80-00-02	282			
Water Utility assessment (401)	501-100-000-348-80-00-03	5,643			
Sewer Utility assessment (402)	501-100-000-348-80-00-04	4,846			
Storm Drainage assessment (404)	501-100-000-348-80-00-05	2,801			
Flood Operations assessment (404-100)	501-100-000-348-80-00-06	1,029			
Shops assessment (501)	501-100-000-348-80-00-08	941			
Total Technology Operations Fund Adjustment		\$ 33,121	Total Technology Operations Fund Adjustment		\$ 33,121
Technology Reserve Fund (502)			Technology Reserve Fund (502)		
			Vision Software installment payment - Water Utility	502-100-034-594-18-64-00	\$ 1,983
			Vision Software installment payment - Sewer Utility	502-100-035-594-18-64-00	1,983
			Vision Software installment payment - Storm Utility	502-100-038-594-18-64-00	992
			Vision Software installment payment - Flood	502-100-039-594-18-64-00	992
Total Technology Reserve Fund Adjustment		-	Total Technology Reserve Fund Adjustment		\$ 5,950
GRAND TOTAL - REVENUE ADJUSTMENTS		\$ 953,874	GRAND TOTAL - EXPENDITURE ADJUSTMENTS		\$ 2,242,023



City Council Agenda Bill

SUBJECT:	Agenda Date: October 21, 2014		AB14-104
A Motion Setting a Public Hearing for Consideration of the Salish Avenue SE Extension Annexation	Department/Committee/Individual		
	Mayor Ken Hearing		
	City Administrator – Londi Lindell		
	City Attorney - Mike Kenyon		
	City Clerk – Susie Oppedal		
	Finance – Dawn Masko		
	Public Works – Mark Rigos		
	CED Senior Planner – Jamie Burrell		X
Cost Impact: \$100			
Fund Source: General Fund			
Timeline: Immediate			
Attachments: Annexation Area Map, Legal Description, King County Notice of Petition Sufficiency, Formal Petition Forms			
SUMMARY STATEMENT:			
<p>On June 17, 2014 the North Bend City Council passed Resolution 1661 accepting the petitions of interest for the Salish Avenue SE Extension Annexation. A legal description of the area boundaries is attached, as reviewed and confirmed by King County Road Services Department.</p> <p>Final petition forms were submitted to the City which resulted in property owners representing 100% of the assessed value signing the petition (also attached).</p> <p>The County Assessor has certified the petition for annexation as submitted. The next step in the process is for the City Council to conduct a Public Hearing and take testimony on the proposed annexation. The Council must authorize this public hearing before it may be conducted. Staff is requesting Council consider setting the public hearing date for November 18, 2014 and authorizing staff to publish and post all required public notices for such hearing in accordance with the RCW's.</p> <p>Subsequent to the Public Hearing, the Council may adopt a Resolution declaring its Intent to Annex so that the matter may then be transferred to the County Boundary Review Board for further consideration and review.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: This issue was reviewed by the CED Committee at its October 21, 2014 meeting with the recommendation to proceed with the Public Hearing process.			
RECOMMENDED ACTION: MOTION to approve AB14-104, setting a public hearing date of November 18, 2014 for the Salish Avenue SE Extension Annexation and directing staff to publish and post all required notices.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
October 21, 2014			

EXHIBIT _____

ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 01°09'06" WEST ALONG THE EAST LINE OF SAID SUBDIVISION 909.52 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT PARCEL OF LAND CONVEYED TO MARJORIE L. PARSONS BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20020809002499, SAID DEED BEING RECOGNIZED AS SENIOR IN CHAIN OF TITLE TO THE ADJOINER TO THE NORTH;
THENCE NORTH 89°09'37" WEST ALONG SAID NORTH LINE AND PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 673.63 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER;
THENCE NORTH 01°18'16" EAST ALONG SAID WEST LINE 527.99 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED TO DAN B. AND DONNA L. CROWE BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 197608230118, SAID DEED BEING RECOGNIZED AS SENIOR IN CHAIN OF TITLE TO THE ADJOINER TO THE NORTH AND EAST;
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THENCE SOUTH 89°00'55" EAST ALONG SAID NORTH LINE 759.00 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON.



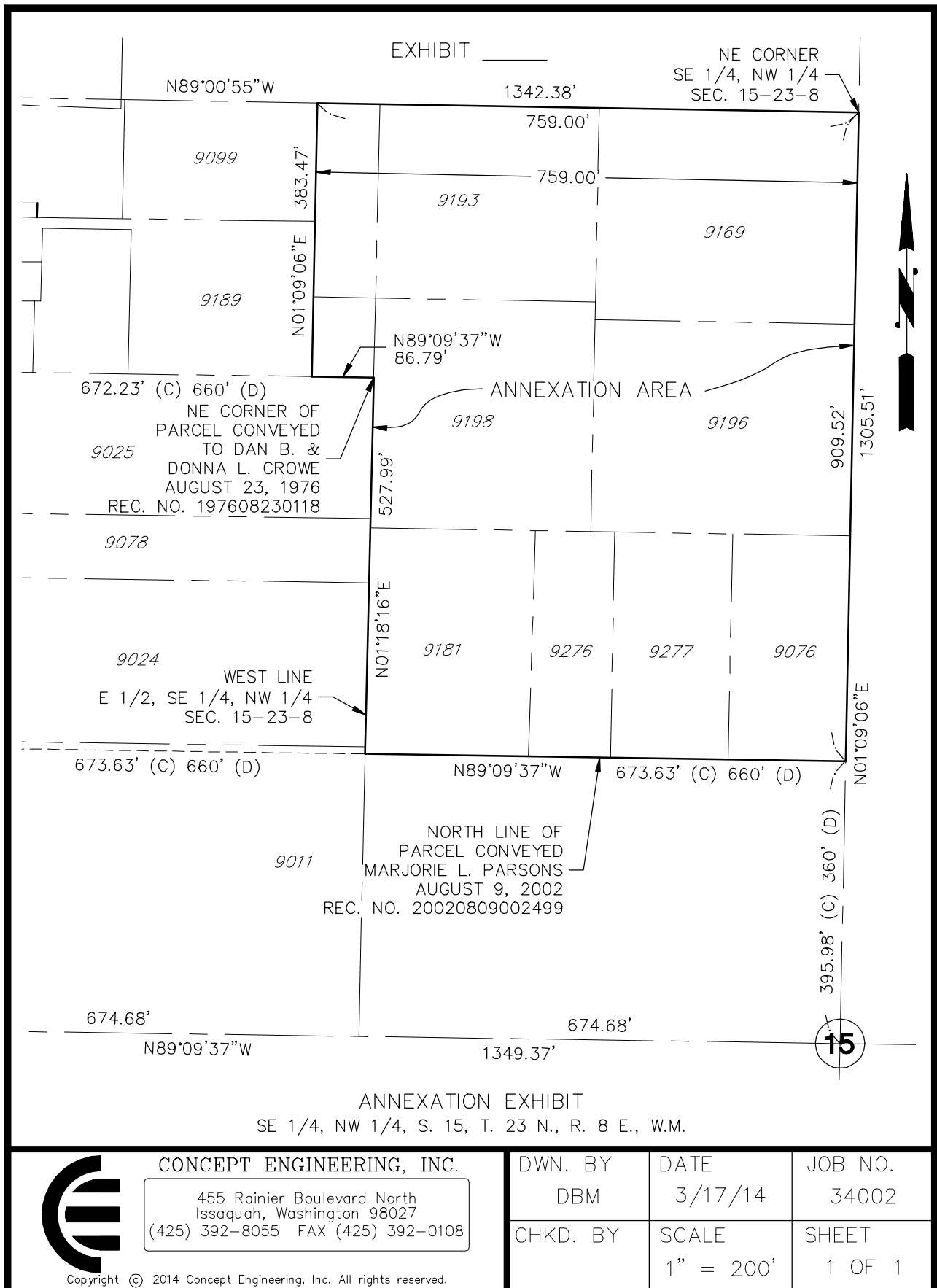
CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

CEI JOB NO.: 34002

DATE: 3/17/14







King County

Department of Assessments

Accounting Division

500 Fourth Avenue, ADM-AS-0725
Seattle, WA 98104-2384

(206) 263-2381 FAX (206) 296-0106

Email: assessor.info@kingcounty.gov

<http://www.kingcounty.gov/assessor/>

Lloyd Hara
Assessor

ANNEXATION PETITION CERTIFICATION
(REVISED)

THIS IS TO CERTIFY that the petition submitted August 21, 2014 to the King County Department of Assessments by Jamie Burrell, Senior Planner for the City of North Bend supporting the annexation to North Bend of the properties described as the Salish Ave SE Annexation, have been examined, the property taxpayers, tax parcel numbers, and assessed values of the properties listed thereon carefully compared with the King County tax roll records, and as a result of such examination, found to be sufficient under the provisions of the Revised Code of Washington, Section 35A.01.040.

The Department of Assessments has not verified that the signatures on the petition are valid through comparison with any record of actual signatures, nor that the signatures were obtained or submitted in an appropriate time-frame and this document does not certify such to be the case.

Dated this 2nd day of October, 2014


Lloyd Hara, King County Assessor

**FORMAL PETITION
TO ANNEX CERTAIN PROPERTIES
INTO THE CITY OF NORTH BEND
KING COUNTY, WASHINGTON**

To: North Bend City Council
P.O. Box 896
North Bend, WA 98045

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SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON.

The undersigned in aggregate, according to the records of the King County Assessor, are owners of property representing at least sixty percent (60%) of the assessed value of property within the above described boundaries of the proposed annexation.

We further acknowledge the City Council's adoption of Ordinance 1526 and Ordinance 1530 revising the zoning codes and accept the zones as shown therein for our respective properties as a condition of annexation.

RECEIVED

City of North Bend

AUG 08 2014

Community & Economic
Development Department



OWNER'S NAME (Printed): Mary Corcoran Stone

OWNER'S SIGNATURE*: M Corcoran

OWNER'S MAILING ADDRESS: 13425 428th Ave SE

TAX PARCEL NO.: 1523089076 **DATE:** 8/7/2014

**The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;*

In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;

In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;

Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority;

When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property; and

When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

Warning: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

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We further acknowledge the City Council's adoption of Ordinance 1526 and Ordinance 1530 revising the zoning codes and accept the zones as shown therein for our respective properties as a condition of annexation.

OWNER'S NAME (Printed):

ROBERTA AND ROBERT McFARLAND

RECEIVED
City of North Bend

AUG 08 2014

Community & Economic
Development Department

OWNER'S SIGNATURE*:

Roberta W. J. M. L. N. D. S. T. A. L. F.

OWNER'S MAILING ADDRESS:

42621 SE 134TH PL

NORTH BEND WA 98045

TAX PARCEL NO.:

152308-9101 AND 9276

DATE: *8/14/2014*

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When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

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**FORMAL PETITION
TO ANNEX CERTAIN PROPERTIES
INTO THE CITY OF NORTH BEND
KING COUNTY, WASHINGTON**

RECEIVED
City of North Bend

AUG 08 2014

**Community & Economic
Development Department**

To: North Bend City Council
P.O. Box 896
North Bend, WA 98045

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We further acknowledge the City Council's adoption of Ordinance 1526 and Ordinance 1530 revising the zoning codes and accept the zones as shown therein for our respective properties as a condition of annexation.

OWNER'S NAME (Printed): Gary McGregor + Denae McGregor

OWNER'S SIGNATURE*: Gary Mc Gregor Dena Mc Gregor
OWNER'S MAILING ADDRESS: 42708 SE 134 PL
North Bend WA 98045
TAX PARCEL NO.: 152308-9196 **DATE:** 8/5/14

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RECEIVED
City of North Bend

AUG 08 2014

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SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON.

The undersigned in aggregate, according to the records of the King County Assessor, are owners of property representing at least sixty percent (60%) of the assessed value of property within the above described boundaries of the proposed annexation.

We further acknowledge the City Council's adoption of Ordinance 1526 and Ordinance 1530 revising the zoning codes and accept the zones as shown therein for our respective properties as a condition of annexation.

OWNER'S NAME (Printed): William + Veronica Arnold .
OWNER'S SIGNATURE*: William + Veronica Arnold .
OWNER'S MAILING ADDRESS: PO Box 894 .
NorAn Bend WA 98045 .
TAX PARCEL NO.: 152308-9198 DATE: 8/8/2014 .

*The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;

In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;

In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;

Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority;

When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property; and

When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

Warning: Every person who signs this petition with any other than his or her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.

**FORMAL PETITION
TO ANNEX CERTAIN PROPERTIES
INTO THE CITY OF NORTH BEND
KING COUNTY, WASHINGTON**

RECEIVED
City of North Bend

AUG 08 2014

To: North Bend City Council
P.O. Box 896
North Bend, WA 98045

**Community & Economic
Development Department**

Pursuant to the North Bend City Council meeting of June 17, 2014 with the initiating parties at which time the City Council authorized the circulation of a formal petition, we, the undersigned in aggregate, do respectfully petition the City of North Bend to annex certain properties into North Bend, Washington. These properties, which are located within the City's Urban Growth Area, are more particularly depicted in the accompanying map and contained within the proposed annexation boundary legally described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 01°09'06" WEST ALONG THE EAST LINE OF SAID SUBDIVISION 909.52 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT PARCEL OF LAND CONVEYED TO MARJORIE L. PARSONS BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20020809002499, SAID DEED BEING RECOGNIZED AS SENIOR IN CHAIN OF TITLE TO THE ADJOINER TO THE NORTH;
THENCE NORTH 89°09'37" WEST ALONG SAID NORTH LINE AND PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 673.63 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER;
THENCE NORTH 01°18'16" EAST ALONG SAID WEST LINE 527.99 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND CONVEYED TO DAN B. AND DONNA L. CROWE BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 197608230118, SAID DEED BEING RECOGNIZED AS SENIOR IN CHAIN OF TITLE TO THE ADJOINER TO THE NORTH AND EAST;
THENCE NORTH 89°09'37" WEST ALONG SAID NORTH LINE AND PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 86.79 FEET TO THE WEST LINE OF THE EAST 759.00 FEET OF SAID SOUTHEAST QUARTER;
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OWNER'S NAME (Printed): Ronald + Cathy Williams.

X OWNER'S SIGNATURE*: [Handwritten signatures of Ronald and Cathy Williams]

OWNER'S MAILING ADDRESS: Po Box 250.

North Bend Wa 98045

TAX PARCEL NO.: 152308-9193 DATE: 8-6-14.

*The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;

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Any officer of a corporation owning land within the area involved who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority;

When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the case may be, shall be equivalent to the signature of the owner of the property; and

When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

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OWNER'S NAME (Printed): T. Lindsey Howard .
OWNER'S SIGNATURE*: T. Lindsey Howard .
OWNER'S MAILING ADDRESS: 1017 Riverside Dr SE .
Norm Bend, Wa 98045
TAX PARCEL NO.: 152308-9169 DATE: 8/7/2014 .

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OWNER'S NAME (Printed):

: NANCY PALMER

OWNER'S SIGNATURE*:

: Nancy Palmer

OWNER'S MAILING ADDRESS:

: 2360 SMITHSON RD, ELLENSBURG, WA 98926

—
TAX PARCEL NO.: 152308-9277-05 **DATE:** AUG, 8, 2014

:

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City Council Agenda Bill

SUBJECT:	Agenda Date: October 21, 2014	AB14-105
An Ordinance Adopting Amendments to NBMC Chapters 17.08.105(E) Lot Layout and Design & 18.10.040 Table of Bulk and Dimensional Standards	Department/Committee/Individual	
	Mayor Ken Hearing	
	City Administrator – Londi Lindell	
	City Attorney - Mike Kenyon	
	City Clerk – Susie Oppedal	
	Community & Economic Development – Gina Estep	X
	Finance – Dawn Masko	
	Public Works – Mark Rigos	
Cost Impact: N/A		
Fund Source:		
Timeline:		
Attachments: Ordinance, Exhibit A – NBMC 17.08.105(E) & NBMC 18.10.040 in redline, Exhibit B – Public Comment, Planning Commission Recommendation		
<p>SUMMARY STATEMENT:</p> <p>The City Council considered the impact of existing development activity in low density residential (LDR) zones at its regular Council Workstudy meeting on June 24, 2014. At that time, Council identified certain adverse impacts with current development activity within LDR zones and identified minimum lot size, minimum lot width, maximum building coverage percentages and setbacks as causes for such impacts.</p> <p>Council directed staff to provide options to Council at a Special Council Meeting held on July 1, 2014. During that special meeting the City Council approved Ordinance 1530, establishing interim regulations pertaining to the bulk and dimensional standards and lot layout and design applicable to the Low Density Residential Zone, and directing the Planning Commission to consider and recommend permanent amendments to NBMC Chapter 17.08.105(E) (lot layout and design) and NBMC 18.10.030 (bulk and dimensional standards) to the City Council. A public hearing was held by the City Council on August 19, 2014.</p> <p>Following the July 1st Special City Council meeting, the Planning Commission began review of the interim regulations as established by Ordinance 1530. These interim regulations were considered at their July 10, July 24 and August 14 meetings. A public hearing was held by the Planning Commission on September 11, 2014 in order to receive public input on the proposed changes. The Planning Commission provided their recommendation to the City Council regarding amendments to NBMC Chapters 17.08.105(E) Lot Layout and Design and 18.10.040 Table of Bulk and Dimensional Standards, as more specifically set forth in Exhibit A. The public comment received was fully considered by the Planning Commission and is attached as Exhibit B.</p> <p>The Planning Commission's recommendation set forth in Exhibit A provides in pertinent part as follows:</p> <ul style="list-style-type: none"> • Increase minimum lot size from 5,000 square feet to 7,500 square feet. • Increase average lot size from 6,500 square feet to 8,000 square feet. • Eliminate maximum lot size of 10,000 square feet for single family dwellings. • Increase minimum lot width from 40' to 60'. • Increase minimum front yard setback from 10' to 20'. • Increase minimum side yards from 5' one side and 10' total to 5' one side and 15' total. 		

City Council Agenda Bill

- Reduce maximum building cover from 40% for a single family dwelling and 45% for a single family dwelling with an Accessory Dwelling Unit to 35% for a single family dwelling and 40% for a single family dwelling with an Accessory Dwelling Unit.
- In the event of a conflict between the minimum lot size and allowed density (e.g. 4 du/acre), the minimum lot size controls.
- Requires plats with more than 3 lots to vary the lot width (increase by at least ten feet) and lot size.
- Allows for a 10-foot front yard setback for side-load garages for up to 25% of the homes within a development to allow for greater variety of home types.

COMMITTEE REVIEW AND RECOMMENDATION: The Community & Economic Development Committee considered the Planning Commission's recommendation at their September 23rd meeting. Additionally, the recommendations were reviewed by the City Council at the September 23rd Workstudy.

RECOMMENDED ACTION: **MOTION to approve AB14-105, an ordinance adopting amendments to NBMC Chapters 17.08.105(E) Lot Layout and Design and 18.10.040 Table of Bulk and Dimensional Standards, as a first and final reading.**

RECORD OF COUNCIL ACTION

<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
October 21, 2014		

ORDINANCE

AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, ADOPTING AMENDMENTS TO NORTH BEND MUNICIPAL CODE CHAPTERS 17.08.105(E) LOT LAYOUT AND DESIGN AND 18.10.040 TABLE OF BULK AND DIMENSIONAL STANDARDS

WHEREAS, the City Council approved Ordinance 1530 on July 1, 2014, establishing interim regulations pertaining to NBMC Chapter 17.08.105(E) Lot Layout and Design and NBMC Chapter 18.10.040 Table of Bulk and Dimensional Standards, and directed the Planning Commission to review and recommend permanent amendments to the City Council following their consideration; and

WHEREAS, as required the City Council held a public hearing within 60 days of the adoption of Ordinance 1530 to hear public testimony regarding the interim zoning regulations on August 19, 2014; and

WHEREAS, the Planning Commission reviewed the interim regulations established by Ordinance 1530 at their July 10, July 24, August 14 and September 11 meetings; and

WHEREAS, pursuant to RCW 36.70A.106, the draft amendments were forwarded to Commerce Growth Management Services on August 20, 2014; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments at their September 11, 2014 meeting and received and considered public testimony on the amendments, which is attached hereto as Exhibit B; and

WHEREAS, on September 11, 2014 the Planning Commission provided their recommendation to the City Council regarding amendments to NBMC Chapter 17.08.105(E) Lot Layout and Design and Chapter 18.10.040 Table of Bulk and Dimensional Standards as provided in the attached Exhibit A; and

WHEREAS, the Council finds that the proposed NBMC amendments address and are consistent with the requirements of the Growth Management Act; and

WHEREAS, the Council finds the City followed procedural requirements of the NBMC Chapter 20.08 to notify and advertise amendments of the Code to the public and interested agencies and pursuant to this the Planning Commission and subsequently the City Council considered all written and verbal comments received during their respective processes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council adopts the amendments to NBMC Chapter 17.08.105(E) Lot Layout and Design and NBMC Chapter 18.10.040 Table of Bulk and Dimensional Standards as recommended by the Planning Commission and attached hereto as Exhibit A.

Section 2. Severability: Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date: This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF OCTOBER, 2014.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

ATTEST/AUTHENTICATED:

Published:
Effective:

Susie Oppedal, City Clerk

EXHIBIT A

Section 17.08.105(E) “Lot layout and design” shall be amended as follows:

E. Subdivisions shall additionally meet the following lot size and width variation criteria:

1. Lot Width. No more than three adjacent residential lots shall have the same width. Variation shall be not less than ~~ten~~ **five** feet.
2. Lot Size. SF lot sizes shall vary ~~between the minimum and maximum ranges prescribed for the LDR-zoning district. Specifically, a~~ **Not** more than three adjacent lots shall be of the same size (“same size” is defined as within 500 square feet in area relative to each other).
(Ord. 1363 § 2, 2009).

Section 18.10.040 Table of bulk and dimensional standards shall be amended as follows:

To further implement purposes of the zoning title, and to further implement purposes of the respective zoning districts, bulk and dimensional standards are established for respective zoning districts, and in many cases for respective uses within said zoning districts. Bulk and dimensional standards are outlined in Table 18.10.040 and address the following criteria: (1) minimum lot size; (2) maximum lot size; (3) minimum lot width; (4) minimum front yard setback; (5) maximum front yard setback; (6) minimum side yard setback; (7) minimum rear yard setback; (8) maximum building height; (9) maximum building coverage; (10) maximum impervious surface coverage; (11) maximum building size; and (12) floor area ratio. An administrative adjustment to bulk and dimensional standards mechanism is provided, with application requirements, procedures and criteria established in Chapter 18.25 NBMC.

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:						EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
	LDR 4 DU/Acre Gross Density	CR Gross Density	HDR Net Density	NB Net Density	DC Net Density	IC	IMU Net Density	USOD	EP-1 Net Density	EP-2	POSPF		
1. Minimum Lot Size (1):													
a. Single-Family Dwellings (includes manufactured/mobile homes) (2)	Average lot size: 8,000 <u>8,000</u> sf; 6,500 <u>Minimum lot size: 7,500</u> sf; 5,000 <u>minimum</u> (2)	6 – 10 DU/acre	4,000 sf	4,000 sf	4,000 sf			Average lot size: 6,500 sf; 5,000 sf minimum (2) 4 DU/acre gross					
b. Mobile/Manufactured Home Parks				Ch. 16.12 NBMC				4 DU/acre gross; 5,000 sf					
c. Cottages (lot area per dwelling unit)	6 – 10 DU/acre	6 – 10 DU/acre	6 – 10 DU/gross acre	6 – 10 DU/gross acre	6 – 10 DU/gross acre		6 – 10 DU/gross acre	6 DU/gross acre					
d. Duplexes (lot area per dwelling unit) (4)		3,000 sf	3,000 sf	3,000 sf	3,000 sf		2,000 sf						
e. Triplexes (lot area per dwelling unit) (4)		2,500 sf	2,500 sf	2,000 sf	2,000 sf		2,000 sf						
f. Fourplexes (lot area per dwelling unit) (4)		2,000 sf	2,000 sf	2,000 sf	2,000 sf		2,000 sf						

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:					COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
g. Other Multifamily Structures (lot area per dwelling unit required) (4)		2,000 sf	2,000 sf	2,000 sf	2,000 sf	2,000 sf	2,000 sf	2,000 sf	2,000 sf	2,000 sf			
h. Elderly Homes and Related (5)		10,000 sf	10,000 sf	10,000 sf	10,000 sf	10,000 sf	10,000 sf	10,000 sf	10,000 sf	10,000 sf			
i. Upper Floor Dwelling Units (in mixed use buildings; lot area per dwelling unit)			1,000 sf	1,000 sf	1,000 sf	1,000 sf	1,000 sf	1,000 sf	1,000 sf	1,000 sf	1,000 sf	1,000 sf	
1. Minimum Lot Size (1): (continued)	LDR 4 DU/Acre Gross Density	CR Gross Density	HDR Net Density	NB Net Density	DC Net Density	IC	IMU Net Density	USOD	EP-1 Net Density	EP-2			POSPF
j. Commercial Uses (see Table <u>18.10.030</u> – 2.00)								See NBMC <u>18.10.025</u> (B)(3)					
k. Industrial Uses (see Table <u>18.10.030</u> – 3.00)													
l. Public and Quasi-Public Uses (see Table <u>18.10.030</u> – 4.00)								See NBMC <u>18.10.025</u> (B)(3)					

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:					COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2			
m. Utilities (see Table 18.10.030 – 5.00)													
n. Resource Uses (see Table 18.10.030 – 6.00)													
2. Maximum Lot Size:	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF		
a. Single-Family Dwellings (includes manufactured/mobile homes) – (Short plats are exempt)	40,000 sf	6 DU/acre gross	9,000 sf	9,000 sf	9,000 sf			10,000 sf					
b. Cottages (lot area per dwelling unit)	10,000 sf	6 DU/acre gross						6 DU/acre gross					
c. Duplexes (lot area per dwelling unit)			5,000 sf	5,000 sf	5,000 sf								
d. Triplexes (lot area per dwelling unit)			4,500 sf	4,500 sf	4,500 sf								
e. Fourplexes (lot area per dwelling unit)			4,000 sf	4,000 sf	4,000 sf								
f. Multifamily Structures (lot area per dwelling unit)			4,000 sf	4,000 sf	4,000 sf								

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:						EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF		
g. Other (manufactured/mobile home parks, elderly homes, commercial, industrial, public/quasi-public, utility, and resource uses (b, h, j, k, l, m, n from No. 1))													
3. Minimum Lot Width:													
a. Single-Family Dwellings (includes manufactured/mobile homes)	60 40'	30'	40'	40'	40'			40'					
b. Mobile/Manufactured Home Parks				Ch. 16.12 NBMC				Ch. 16.12 NBMC					
c. Cottages	30'	30'	30'	30'	30'		30'	30'					
d. Duplex (per dwelling unit)		30'	30'	30'	30'		30'						
e. Triplex, Fourplex and Other Multifamily Structures		50'	50'	50'	50'		50'						
f. Other (commercial, industrial, public/quasi-public, utility, and resource uses (j, k, l, m, n from No. 1))	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'		

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:						EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2			
4. Minimum Front Yard Setback: (6)	20-40'	10'	10'	10'	10'				10'				
a. Single-Family Dwellings (includes manufactured homes) (3) (7) (18)				Ch. 16.12 NBMC				Ch. 16.12 NBMC					
b. Mobile/Manufactured Home Parks													
c. Cottages (7) 1) Setback may be reduced to 5 feet when fronting a common open space	10'	8'	10'	10'	10'		10'	10'					
d. Duplexes (7) 1) Setback may be reduced to 5 feet when fronting a common open space		10'	10'	10'	10'		10'						
e. Triplex, Fourplex and Other Multifamily Structures (7) 1) Setback may be reduced to 5 feet when fronting a common open space		10'	10'	10'	10'								

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:					COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
f. Elderly Homes and Related (5)		10'	10'	10'	10'					10'			
g. Residential Front Entry Garage g.1) Minimum setback g.2) Minimum setback from main front building facade (3)	g.1) 20' g.2) 5'	g.1) 20' g.2) 5'	g.1) 20' g.2) 5'	g.1) 20' g.2) 5'	g.1) 20' g.2) 5'	g.1) 20' g.2) 5'				g.1) 20' g.2) 5'			
4. Minimum Front Yard Setback: (6) (continued)	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF		
h. Accessory Dwelling Units, Structures Uses	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041	See NBMC 18.10.041		See NBMC 18.10.041	See NBMC 18.10.041					
i. Commercial Uses							20'						
j. Industrial Uses									20'	20'			
k. Public and Quasi-Public Uses	20'	20'	20'	20'		20'	20'		20'	20'	20'	20'	
l. Utilities (8)	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	20'	
m. Resource Uses									20'	20'	20'	20'	

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:							EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF			
5. Maximum Front Yard Setback: (6, 7)														
a. Single-Family Dwellings (includes manufactured homes)	30'	30'	30'	25'	25'			25'						
b. Mobile/Manufactured Home Parks				Ch. 16.12 NBMC										
c. Cottages	30'	30'	30'	30'	30'		30'	30'						
d. Duplexes		25'	25'	25'	25'		25'	25'						
e. Triplex, Fourplex and Other Multifamily Structures (including elderly homes and related)		25'	25'	25'	25'		25'	25'						
f. Commercial Uses				15'				15'						
g. Industrial Uses														
h. Other (public/quasi-public, utility, and resource areas (l, m, n from No. 1))														
6. Minimum Side Yard	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF			

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
Setback: (9, 10)												
a. Single-Family Dwellings (includes manufactured/mobile homes)	5' one side; 15' 40' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	5' one side; 10' total	
b. Mobile/Manufactured Home Parks					Ch. 16.12 NBMC							
c. Cottages (11)	5'	5' one side; 10' total	5'	5'	5'	5'	5'	5'	5'	5'	5'	
6. Minimum Side Yard Setback: (continued)												
d. Duplexes (at exterior side walls) (11)		5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	5' one side; 15' total	
e. Triplex, Fourplex, and Other Multifamily Structures (11)		10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	
f. Commercial Uses												
g. Industrial Uses										25'	25'	25'

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:					COMMERCIAL DISTRICTS:							EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
h. Public and Quasi-Public Uses	10'		10'			10'									10'
i. Utility Uses	20'		20'	20'		15'	20'	15'	15'				25'	25'	20'
j. Resource Uses													25'	25'	25'
7. Minimum Rear Yard Setback: (12)	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF				
a. Single-Family Dwellings (includes manufactured/mobile homes)	25'	10'	25'	25'	10'							25'			
b. Mobile/Manufactured Home Parks				Ch. 16.12 NBMC											
c. Cottages	10'	10'	10'	10'	10'		10'	10'				10'			
d. Duplexes		25'	25'	25'	10'		10'	25'				25'			
e. Triplex, Fourplex, and Other Multifamily Structures (including elderly homes and related)		30'	30'	30'	10'			30'							
f. Other (commercial, industrial, public/quasi-public,	20'	20'	20'	20'	20'							20'			20'

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:				COMMERCIAL DISTRICTS:							EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
utility, and resource uses (j, k, l, m, n from No. 1))														
8. Maximum Building Height: (13)	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF			
a. Single-Family Dwellings (includes manufactured/mobile homes)	35'	29'	35'	35'	35'			29'						
b. Single-Family Dwellings (includes manufactured/mobile homes) within the floodplain and on lots of widths 50 feet wide or less, measured at the front property line	29'	29'	NA	29'	Flood Zone: AE: 29' A01, A02 or A03: 31'			29'						
8. Maximum Building Height: (14) (continued)	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF			
c. Mobile/Manufactured Home Parks	35'	29'	35'	35'	Flood Zone: AE: 29' A01, A02 or A03: 31'			29'						

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:					COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
d. Cottages	35'	29'	35'	35'	35'	Flood Zone: AE: 29' A01, A02 or A03: 31'	30'	29'					
e. Duplexes		29'	35'	35'	35'	Flood Zone: AE: 29' A01, A02 or A03: 31'	30'						
f. Triplex, Fourplex, and Other Multifamily Structures (including elderly homes and related)		29'	35'	35'	35'	Flood Zone: AE: 29' A01, A02 or A03: 31'	30'						
g. Commercial Uses					35'	35' – 45' (13.c)	35' (13.c)	30'	35'	35'	35'	35'	
h. Industrial Uses					35'	35'					35'	35'	
i. Public and Quasi-Public Uses	35'	35'	35'	35'	35'	35'	35'	30'	35'	35'	35'	35'	35'

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:						COMMERCIAL DISTRICTS:						EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
	30'	30'	30'	30'	30'	30'	30'	35'	30'	30'	30'	30'	35'	35'	
j. Utility Uses	30'												35'	35'	30'
k. Resource Uses													35'	35'	35'
9. Maximum Building Cover: (percent of lot area or project depending on the zone) (14)	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF				
a. Single-Family Dwellings (includes manufactured/mobile homes)	LDR-4 35%/40% 40%/45% sfd/sfd w/ADU	60%	35%/45% sfd/sfd w/ADU	35%/45% sfd/sfd w/ADU	35%/45% sfd/sfd w/ADU			LDR-4 40%/45% sfd/sfd w/ADU for lots 6,500 sf or less. Lots 6,500 sf or greater 35%/45% sfd/sfd w/ADU							
b. Mobile/Manufactured Home Parks				Ch. 16.12 NBMC											
b. Mobile/Manufactured Home Parks				Ch. 16.12 NBMC											
c. Cottages	45%	60%	45%	45%	45%		45%	45%				45%			

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:						COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
		45%	45%	45%	45%	45%								
d. Duplexes		45%	45%	45%	45%	45%			45%					
e. Triplex, Fourplex, and Other Multifamily Structures (including elderly homes and related)		50%	60%	60%	60%	60%			60%					
f. Commercial, industrial, public/quasi-public, utility, warehousing, distribution and resource uses (j, k, l, m, n from No. 1))											80%			
10. Maximum Impervious Surface Coverage: (percent of lot area or project depending on the zone) (14) For lots within the floodplain see NBMC 14.12.020 for additional regulations.	LDR													
	CR													
	HDR													
	NB													
	DC													
	IC													
	IMU													
	USOD													
	EP-1													
	EP-2													
a. Single-Family, Cottage, and Duplex (includes manufactured/mobile homes outside of parks)	65%	65%	65%	65%	65%	65%			65%					

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:					COMMERCIAL DISTRICTS:				EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
		75%	75%	75%	75%		75%					
b. Triplex, Fourplex, and Other Multifamily Structures (including elderly homes and related)									75%			
10. Maximum Impervious Surface Coverage: (percent of lot area or project depending on the zone) (14) (continued)	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF	
c. Commercial Uses								55% with 10% bonus possible, see Ch. 18.34 NBMC				
d. Industrial Uses								55% with 10% bonus possible, see Ch. 18.34 NBMC				
e. Other Uses (public and quasi-public, utilities, and	75%	75%						55% with 10% bonus				

Table 18.10.040 – Bulk and Dimensional Standards

BULK AND DIMENSIONAL STANDARDS:	RESIDENTIAL DISTRICTS:					COMMERCIAL DISTRICTS:					EMPLOYMENT PARK DISTRICTS:		POSPF DIST.:
resource uses (l, m, n from No. 1))										possible, see Ch. 18.34 NBMC			
11. Multifamily Maximum Building Size:	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF		
a. Multifamily Structures (excluding elderly homes, related assisted living, and mixed-use building containing a retail/office component)			Not more than 10 units per MF bldg.	Not more than 10 units per MF bldg.	Not more than 10 units per MF bldg.		Not more than 10 units per MF bldg.		Not more than 10 units per MF bldg.				
12. Maximum Ground Floor Commercial Tenant Space In all nonresidential zones development shall comply with the standards set forth in Ch. 18.34 NBMC.	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF		
13. Floor Area Ratio (16): In all zones development shall comply with the standards set forth in Ch. 18.34 NBMC.	LDR	CR	HDR	NB	DC	IC	IMU	USOD	EP-1	EP-2	POSPF		

ACRONYMS/SYMBOLS

FAR	floor area ratio
gfa	gross floor area
p.d.u.	per dwelling unit
sf	square feet
'	feet
zero	(0')
blank cell	Use(s) are not allowed in zoning district or there is no standard

GENERAL NOTES – TABLE OF BULK AND DIMENSIONAL STANDARDS:

- A. Relation to Table [18.10.030](#). Uses listed in the table of bulk and dimensional standards parallel, in sequential order, the uses listed in Table [18.10.030](#), except that uses in the table of bulk and dimensional standards are often aggregated. Design guidelines (Chapter [18.34](#) NBMC) and performance standards (NBMC [18.10.050](#)) must also be consulted.
- B. Application. Bulk and dimensional standards from Table [18.10.040](#) shall apply to principal and accessory structures. Additional standards for accessory uses and structures on residential sites are addressed in NBMC [18.10.041](#).

FOOTNOTES – TABLE OF BULK AND DIMENSIONAL STANDARDS :

- (1) Minimum lot size is a measure of the total horizontal area within the boundary lines of a lot (gross lot area) including the area of an easement, any critical areas and their buffers. If there is a conflict between the minimum lot size and the permitted number of dwelling units per acre, the minimum lot size controls. Minimum lot size refers to the smallest legally established single parcel of land that is required to construct a structure in that zone. The minimum lot size does not correlate to the density.
- (2) The average lot size shall be ~~8,0006,500~~ square feet, with a minimum lot size of ~~7,5005,000~~ square feet. Chapter [17.25](#) NBMC, Residential Recreation and Common Space Requirements, shall be met.
- (3) For LDR zoning districts, a minimum of 50 percent of the units within any subdivision or BSIP shall set back the garage from the front wall of the home a minimum of five feet. The remaining 50 percent of the units may contain a garage flush with the front wall of the home, provided a porch of not less than six feet in depth by 10 feet in width is provided. All garages within the cottage housing zone shall be set back a minimum of five feet from the front wall of the home.

FOOTNOTES – TABLE OF BULK AND DIMENSIONAL STANDARDS :

- (4) There is no minimum lot size for multifamily residential structures. The lot area per dwelling unit provision controls minimum and maximum lot sizes.
- (5) Elderly Homes and Related Uses. Minimum lot area per dwelling unit required for complexes without individually self-sufficient living quarters is 700 square feet per unit. Minimum lot area per dwelling unit required for homes with individually self-sufficient living quarters is 1,000 square feet per unit.
- (6) Front yard building projections including but not limited to awnings, cornices, eaves, bay windows, and other architectural features may project into front yard areas not more than 30 inches. Porches may project into front yard areas not more than five feet, except in cottage residential where porches may project not more than three feet. For corner lots fronting arterial or collector streets, front yard building facades shall be set back from the street per line-of-sight requirements for fences as set forth in Table [18.18.175](#) within the clear view triangle area for traffic safety.
- (7) For single-family detached dwellings, cottages, duplexes, triplexes and fourplexes, garages or carports shall be set back a minimum of 20 feet from the property line to the face of the garage. Rear yard and alley access garages and/or carports are preferred. Garages or carports that gain access from an alley may be set back five feet from the alley property line to the face of the garage. See design guidelines, Chapter [18.34](#) NBMC. For other multifamily dwellings, parking areas, including but not limited to garages or carports, shall be located in rear yard areas; provided, that understory parking may be provided below units.
- (8) The 20-foot standard is for major utilities; there is no front yard setback requirement for minor utilities.
- (9) Side yard building projections including but not limited to awnings, cornices, eaves, bay windows, and other architectural features may project into side yards not more than 24 inches. Porches may project into side yard areas not more than two feet. For corner lots, side yard building facades shall be set back 10 feet from the street, or per line-of-sight requirements in Table [18.18.175](#), to provide the clear view triangle area for traffic safety as necessary.
- (10) Side yard setbacks for ~~single-family dwellings and~~ cottages may be reduced to zero feet on one side lot line if the side yard on the opposite side is a minimum of ~~45 feet single-family or~~ 10 feet ~~for cottage~~.
- (11) Where more than one multifamily building sits on a lot, interior side yards shall be a minimum of 20 feet between two multifamily buildings.
- (12) Rear yard building projections including but not limited to awnings, cornices, eaves, bay windows, and other architectural features may project into rear yards not more than 30 inches. Porches and decks may project into rear yard areas not more than 15 feet.
- (13) Building Height.
 - a. Building height within 25 feet of a district having a lower height limit shall not exceed the median difference of the allowable height limits of the two districts.

FOOTNOTES – TABLE OF BULK AND DIMENSIONAL STANDARDS :

- b. Chimneys may extend approximately six feet above the maximum height measurement; bell/clock towers or similar architectural design features may extend not more than 10 feet above the 35-foot maximum height requirement in the DC and IC zones; and in no case shall exceed 45 feet; church steeples are permitted up to 45 feet in applicable zoning districts. Rooftop mechanical equipment may extend six feet over the height limit on commercial and industrial buildings if it is set back at least 15 feet from the edge of a roof and covers not more than 10 percent of a roof area.
 - c. DC Zone. Maximum building height from Sydney Avenue North to Downing Avenue North, south of West Second Street (excluding the historic district) shall be 45 feet. Maximum building height, all other areas, shall be 35 feet.
- (14) Maximum building coverage applies to principal and accessory structures on a site, including garages. It does not apply to driveways, parking lots/parking areas, decks/patios, or other nonstructural elements. For cottage residential or other multifamily development the maximum building coverage and maximum impervious surface coverage applies to the project as a whole when areas held in common are proposed.
 - (15) Mixed Building Provision. In the case of mixed-use buildings (e.g., first floor commercial/second floor residential), standards of the first floor use shall apply except that the minimum lot size shall meet the requirements for upper floor dwellings.
 - (16) Floor area ratio is equal to the gross building floor area, divided by net on-site land area (square feet). For example a FAR of 0.25 means a 2,500-square-foot building could be constructed on a lot with 10,000 square feet of net buildable area.
 - (17) Transfer of development rights (TDR) is defined and regulated by Chapter [18.36](#) NBMC.
 - (18) [LDR Zone. Up to 25% of lots within a development may have a front setback of 10 feet for homes with side-entry garages.](#)

Exhibit B
Written Comment Received

Comment Letter 1 *p. 1 of 3*

From: Tessa Wyrsh <tessaw@johnlscott.com>
Sent: Monday, August 25, 2014 9:28 AM
To: Ken Hearing; CouncilMember Rosen; CouncilMember Gothelf; CouncilMember Williamson; CouncilMember Loudenback; CouncilMember Cook; CouncilMember Pettersen; CouncilMember Kolodejchuk; Elizabeth Gildersleeve; Richard Ryon; Rob McFarland; Gary Fancher; Curtis Von Trapp; Brenden Elwood; Jim Luckey; Gina Estep; Mike McCarty; Jamie Burrell
Subject: Maloney/Stilson Development
Attachments: Plat map with Owner Names.pdf

Date: August 24, 2014

To: **City of North Bend Mayor and Council Members:** Ken Hearing, Jeanne Petterson, Dave Cook, Alan Gothelf, Ross Loudenback, Jonathan Rosen, Ryan Kolodejchuk, Dee Williamson
Planning Commission Members – Elizabeth Gildersleeve, Dick Ryon, Rob McFarland, Gary Fancher, Curtis von Trapp, Brendan Elwood, Jim Luckey
Community & Economic Development Staff – Gina Estep, Mike McCarty, Jamie Burrell

From: Tessa and Bryan Wyrsh

Re: Future Development in North Bend

Bryan and I are both third generation North Bend residents, we currently live at 42905 SE 137th Place – right in the middle of the field that is under review for development. In addition, we are local business owners – we own Mt. Si Shell and Wanted Espresso. I am also a Real Estate Broker with John L. Scott North Bend for the last 8 years. We LOVE North Bend, we are deeply invested in this community and are proud to raise our 4th generation children here among our many friends and family.

We, along with our neighbors to the west of us, Allen and Brenna Vukovich at 42819 SE 137th Place, are the lone remaining island in the sea of properties the developer currently has under contract. We are completely surrounded. The Vukoviches and us have similar properties – both are nice big houses with large detached shops on 1.5 acres. We both love where we live and do not want to move.

The driveway to our homes is a private road, an easement over all 4 parcels with a road maintenance agreement in a short plat off of 432nd Ave SE. The 4 parcels in the plat are Lot 1 Jeff and Jill Davenport (who have received an offer from the developer but are undecided at this point and have not accepted to my knowledge), Lot 2 Kevin and Kym Sweepe (this is a rental property for Sweepes, under contract with the developer), Lot 3 is us, and Lot 4 is the Vukoviches. I have an attorney investigating the validity of our road agreement with the County as well as our road maintenance agreement to see if one of the lot owners would need the others' permission prior to subdividing and allowing up to 12 more homes to use our easement.

We knew when we purchased our home from the Sweepes four years ago that the field around us was zoned R-4 and could be developed someday. Now that this is coming to fruition, visualizing a neighborhood like Cedar Falls surrounding our properties is not a pretty picture. We thought R-4 meant ¼ acre lots... The building of small houses on tiny lots will make our homes stick out like sore thumbs. If access to our homes is through narrow subdivision streets like Cedar Falls, we won't be able to get through! We have a large truck and a 30' snowmobile trailer that will not fit, nor be able to turn around, through those tight, car-lined streets.

I was at the City Council Meeting on 8/19 and agree with your measure to increase lot sizes. I also agree with the man who said we don't need the parks in these neighborhoods – I think Tannerwood and Cedar Falls look like day care centers with their little parks. I have worked with several buyers who won't even look in those neighborhoods because the lots are too small and there are too many small children. Put the extra land into people's own properties, rather than community space, so kids can play in their own yard and people can park in their own garages and driveways instead of crowding the streets with vehicles so fire trucks can't even get through.

We ask that when you review an initial plat map for the new development, that you design the road to go around our properties and allow us to keep our private driveway. We will be enduring years of construction noise and dirt – we will have to listen to it and clean up the dust, but don't want to have to drive through that muddy mess for years. If a public road is put through using our existing easement, the Vukoviches will lose half of their front yard! We believe the developer has the property to the south of Sweepe's property also under contract, so access to Sweepe's lot could be from SE 140th St. Another option is a public road between Maloney Grove Road and Stilson Road using the private driveway that goes to the Greens' and Lewis' properties.

Please feel free to take a drive by our houses and see for yourselves how special our properties are and why we are asking for your consideration. I attached a parcel map and wrote in owner names for reference. We want to let you know that we are out here in this field and need your help!

Thank you,

Tessa & Bryan Wyrsh

Tessa Wyrsh - Snoqualmie Valley Specialist

Voted 2013 & 2014's Best Real Estate Agent in the Snoqualmie Valley

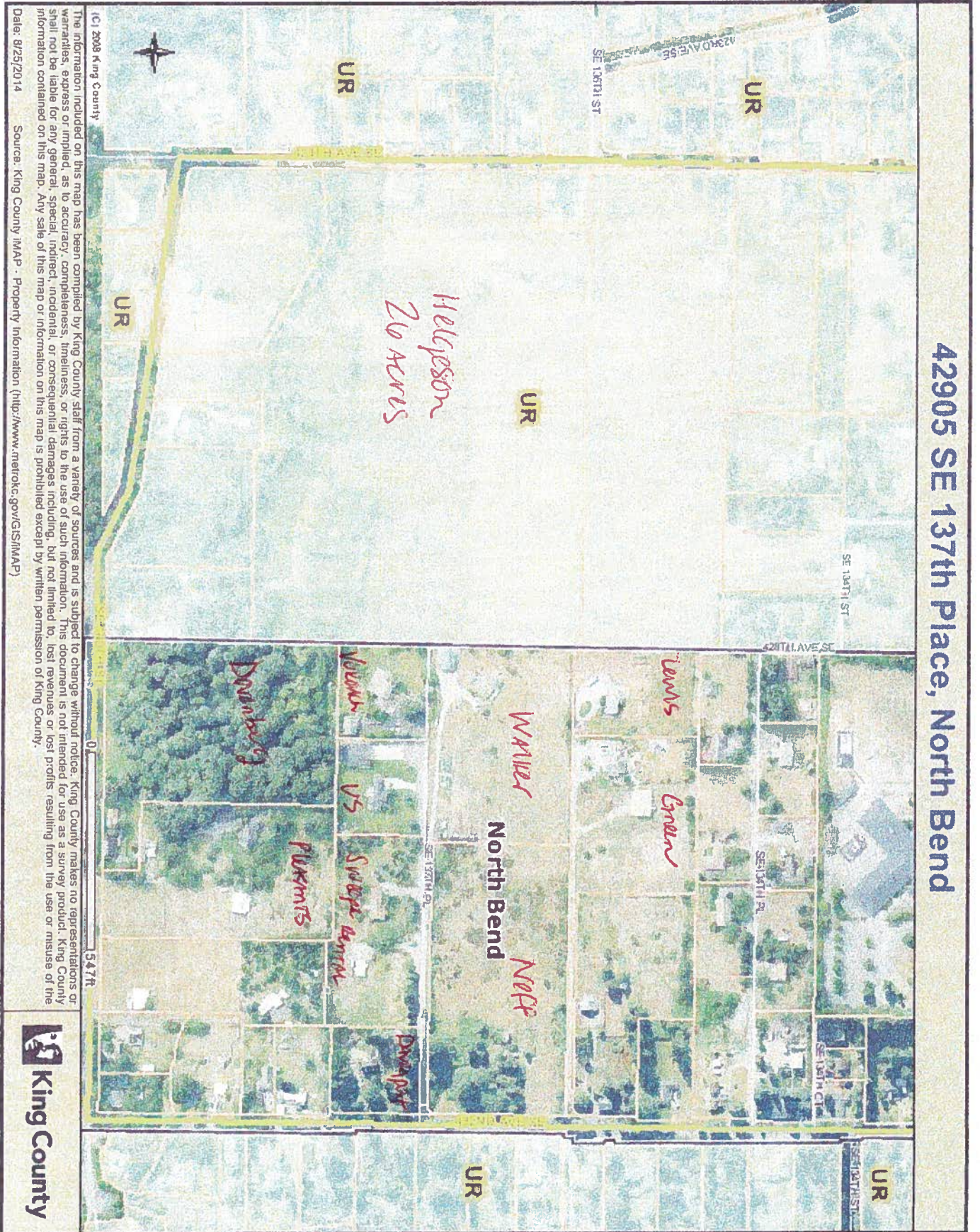
2009, 2010 & 2011 John L. Scott President's Award

2013 John L. Scott Emerald Award

John L. Scott Real Estate ~ North Bend Office

425.466.2299 cell 425.888.7089 fax

www.teggaw.johnlscott.com teggaw@johnlscott.com



Comment Letter 2

(Postmarked
Sept. 6, 2014)
Council

Packet October 21, 2014

RECEIVED

City of North Bend

SEP 15 2014

Community & Economic
Development Department

We are writing in regard to the setback rules that have recently changed. Our home sits on a lot adjacent to a public park & we are interested in moving our living space out in the back.

Prior to the change we had enough room to do so however, the 5 foot rule has changed our ability to that. Previously we could go to 0 on one side as long as we kept 15 on the other. I propose that there be some sort of exception to allow for properties that are not next to a house but public space.

I know there are many homes in our neighborhood that could potentially be effected by this new rule.

I will be on hand at your Thursday meeting should you have any questions for me on this matter.

Thank You,
Steve & Alena Supkoff

125 SE 10th St

North Bend WA 98045

(425) 831-7678



**Staff Report and Planning Commission Recommendation
Low Density Residential Zone Bulk and Dimensional Amendments to
NBMC 18.10.030 and 17.08.105**

Date: September 5, 2014

Proponent: City of North Bend (via Ordinance 1530)

I. Summary of Proposed Municipal Code Amendments:

Amendments are proposed to the bulk and dimensional standards applicable to the City's Low Density Residential zoning district in NBMC 18.10.040, including but not limited to setbacks, lot size requirements, and lot coverage requirements. The draft amendments follow from the interim regulations adopted per Ordinance 1530 and as amended by the Planning Commission through the course of their review. Additional minor associated amendments are provided in NBMC 17.08.105. The language of the draft amendments is provided in the attached Exhibit A.

II. Impacts of Proposed Amendment

NBMC 20.08.070 and .080 requires that applications for municipal code amendments be evaluated for their environmental, economic and cultural impacts, as well as impacts to surrounding properties. These impacts are evaluated below.

- 1) **Environmental Impacts.** No environmental impacts are anticipated from amending the LDR bulk and dimensional standards as proposed. Regulations protecting critical areas, managing stormwater runoff, and controlling floodplain impacts are governed by the Critical Area Regulations in NBMC Title 14, and apply regardless of what type of development occurs on a site.
- 2) **Economic Impacts.** Increasing the minimum and minimum-average lot sizes within the LDR zone may slightly decrease the potential yield of a single-family residential project constructed within this zone (depending on the lot configuration, presence of critical areas or other site constraints, and other factors). It therefore potentially could result in higher prices for homes sold within the development. However, the overall density allowance remains at 4 units per acre, and applicants may reduce extra open space or reconfigure lots to achieve 4 units per acre with the larger lot sizes.
- 3) **Cultural Impacts.** No significant cultural impacts are anticipated from the amendments. The amendments are proposed consistent with maintaining the City's rural character as provided in the City's Vision Statement, and to provide greater compatibility of new development to existing single-family residential development patterns.
- 4) **Impacts to Surrounding Properties.** No negative impacts to surrounding properties are anticipated from the amendments. The amendments are intended to reduce visual impacts of

higher-density residential development to adjacent properties and ensure compatibility with existing single-family residential development patterns.

III. Compatibility of Proposed Amendment with North Bend Comprehensive Plan (NBCP)

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the Comprehensive Plan.

The Comprehensive Plan describes the Low Density Residential Use as providing for single family residential development at 4 units per acre. The overall allowed density in the proposed amendments remains 4 units per acre, and the amendments are therefore consistent with the Comprehensive Plan. The amendments are also consistent with Policy LU 1.11 – “Preserve the ‘established’ character in existing neighborhoods that are significantly built-out by zoning for infill development to occur at densities that are consistent with the existing development pattern.” The larger lot sizes proposed in the amendments are specifically intended to better match with those of existing development patterns.

IV. Compatibility of Proposed Amendment with the North Bend Municipal Code (NBMC)

In accordance with NBMC 20.08.070 and .080, applications for municipal code amendments must be evaluated for compliance with the North Bend Municipal Code. NBMC Section 18.10.020(A) establishes the purpose of the LDR Zone as follows:

A. Purposes – LDR District.

1. Provide for neighborhoods of predominately single-family structures at a gross density of four (LDR-4) dwelling units per acre as designated on the zoning map;
2. Accommodate other uses compatible with single-family residences and other types of innovative styles of residential units including accessory dwelling units and up to 15 percent of cottage housing with planned neighborhood district (PND) approval;
3. Maintain the integrity and character of existing neighborhood areas, including requiring that all units be held in fee simple ownership status;
4. Create attractive and satisfying neighborhood environments for family life;
5. Ensure that adequate sewer, water, and other utilities and services are provided;
6. Provide for public amenities such as passive and active recreation areas, open space, and trails and promote the opportunity for area-wide coordination and continuity of pedestrian, bicycle, and greenbelt corridors;
7. Assure development gives due consideration to existing development or that which can be reasonably anticipated on adjacent lands, with respect to common infrastructure requirements and compatibility of uses;
8. Promote a traditional neighborhood development pattern and scale which serves to maintain and enhance existing small-city character and pedestrian orientation;
9. Implement provisions of the comprehensive plan, including the vision plan, related to residential areas.

The proposed amendments are consistent with the purposes of the LDR district identified above.

Planning Commission Findings and Analysis

Pursuant to NBMC 20.08.100, the Planning Commission shall consider the following criteria with respect to a proposed amendment the criteria in NBMC 20.08.100 (B) as follows: (Staff analysis is provided in italics under each criterion below).

1. Is the issue already adequately addressed in the Comprehensive Plan?
The Comprehensive Plan does not specifically address lot size, but establishes the LDR zone at 4 units per acre, which the amendments remain consistent with. The amendments are intended to help maintain rural character as described in the City's Vision Statement that guides the Comprehensive Plan.
2. If the issue is not addressed in the Comprehensive Plan, is there a need for the proposed change?
The City Council has requested the proposed change, with reasons as articulated in Ordinance 1530.
3. Is the proposed change the best means for meeting the identified public need?
The Planning Commission has reviewed and considered the interim regulations passed by the City Council via Ordinance 1530, and through the course of its review has made amendments to the interim regulations, which the Planning Commission sees as the best means for meeting the identified public need for the amendments.
4. Will the proposed change result in a net benefit to the community?
The City Council provided that the change would result in a net benefit to the community as articulated in Ordinance 1530. The Planning Commission, in recommending amendments to the interim controls of Ordinance 1530, will need to likewise affirm that these amendments result in a net benefit to the community.

Summary Findings:

1. The City Council approved Ordinance 1530 on July 1, 2014, establishing interim regulations pertaining to the bulk and dimensional standards applicable to the Low Density Residential Zone, and directing the Planning Commission to consider and recommend permanent amendments to NBMC 18.10.030 (bulk and dimensional standards) to the City Council.
2. The Planning Commission reviewed the interim regulations established by Ordinance 1530 at their July 10, July 24, August 14 and September 11 meetings.
3. Pursuant to RCW 36.70A.106, the draft amendments were forwarded to Commerce - Growth Management Services on August 20, 2014.
4. A State Environmental Policy Act Determination of Nonsignificance and Notice of Hearing was issued and published in the Valley Record on August 27, 2014.
5. The Planning Commission recommends the following amendments to the interim regulations established in Ordinance 1530, as provided in the attached Exhibit A:
 - a. Revising the side-yard setback requirements from 8' on each side to 5' one side/15 feet total, to provide greater flexibility for home placement on the lot and potentially allow a larger and more usable side-yard on one side of the home.
 - b. Allowing for a 10-foot front yard setback for side-load garages for up to 25% of the homes within a development to allow for greater variety of home types.

6. The Planning Commission held a public hearing on the proposed amendments at their September 11, 2014 meeting and received and considered public testimony on the amendments, which is attached hereto as Exhibit B.
7. The proposed amendments are consistent with the procedures established in NBMC 20.08, *Comprehensive Plan and Development Regulations Amendment Procedures*. The Planning Commission finds that the proposed amendments are consistent with the criteria in NBMC 20.08.100(B) and would result in a net benefit to the community.

Staff Recommendation:

Based on the findings above, Staff recommends approval of the amendments as provided in the attached Exhibit A.


Mike McCarty, Senior Planner

9/22/14
Date

Planning Commission Recommendation

Following consideration of the Comprehensive Plan and Development Regulation Amendment process in NBMC 20.08.070 through 20.08.110 and public comment received at the public hearing, the Planning Commission recommends approval of amendments as provided in the attached Exhibit A.

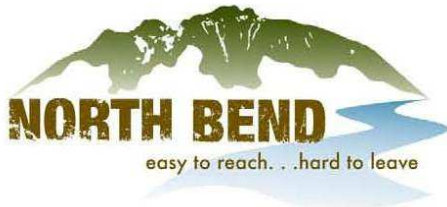

Planning Commission Chair

9/22/2014
Date

Exhibits

Exhibit A – Amendments to NBMC 17.08.105 and 18.10.030

Exhibit B – Written comment received for/at September 11, 2014 Public Hearing



City Council Agenda Bill

SUBJECT:		Agenda Date: October 21, 2014		AB14-106
A Resolution Authorizing the City, in a Joint Partnership with the City of Snoqualmie and Meadowbrook Farm Preservation Association, to enter into a Contract with Beckwith Consulting for Preparation of the Meadowbrook Farm Business Plan		Department/Committee/Individual		
		Mayor Ken Hearing		
		City Administrator – Londi Lindell		
		City Attorney - Mike Kenyon		
		City Clerk – Susie Oppedal		
		Community & Economic Development – Gina Estep		
		Finance – Dawn Masko		
		Public Works – Mark Rigos		
Cost Impact: \$5,000 from North Bend		CED Senior Planner – Mike McCarty		X
Fund Source: General Fund				
Timeline: Immediate.				
Attachments: Resolution, Exhibit A – Contract & Scope of Work, Exhibit B - Request for Qualifications				
<p>SUMMARY STATEMENT:</p> <p>A Business Plan is proposed for Meadowbrook Farm, consistent with recommendations of the Meadowbrook Farm Master Plan, to determine appropriate ways to increase revenue to the Farm and develop a staffing and funding model that will optimize the sustainable management of the Farm and its resources.</p> <p>Following preparation of a Request for Qualifications by staff from North Bend and Snoqualmie and their respective Economic Development Commissions, the RFQ was noticed in the Daily Journal of Commerce and Valley Record, resulting in a proposal by Beckwith Consultants in the amount of \$15,000.</p> <p>Under his authority for expenditures under \$7,500, the Mayor authorized expending \$5,000 from North Bend as part of a 3-way share in the preparation of the Business Plan, with Snoqualmie’s Mayor likewise authorizing \$5,000 from the City of Snoqualmie, and the Meadowbrook Farm Preservation Association contributing \$5,000 from their budget.</p> <p>The contract requires review by the City Council consistent with the terms of the Interlocal Agreement between North Bend, Snoqualmie and the Meadowbrook Farm Preservation Association.</p>				
COMMITTEE REVIEW AND RECOMMENDATION: The Finance and Administration Committee reviewed the contract at their October 7 meeting and recommended discussion and consideration by the full Council.				
RECOMMENDED ACTION: MOTION to approve AB14-106, a resolution authorizing a contract with Beckwith Consulting for preparation of the Meadowbrook Farm Business Plan.				
RECORD OF COUNCIL ACTION				
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>		
October 21, 2014				

RESOLUTION

A RESOLUTION OF THE CITY OF NORTH BEND, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT, TOGETHER WITH THE CITY OF SNOOQUALMIE AND THE MEADOWBROOK FARM PRESERVATION ASSOCIATION, WITH BECKWITH CONSULTING FOR THE PREPARATION OF A MEADOWBROOK FARM BUSINESS PLAN

WHEREAS, the City of North Bend and the City of Snoqualmie (“the Cities”) are owners as tenants-in-common of certain real property consisting of approximately 460 acres commonly known as Meadowbrook Farm (“the Farm”) acquired in 1998; and

WHEREAS, the Meadowbrook Farm Preservation Association (“the Association”) is a Washington not-for-profit corporation formed by the Cities for the day-to-day operation, maintenance, and development of the Farm under an Interlocal Agreement between the Cities and the Association; and

WHEREAS, the Cities recently approved an updated Meadowbrook Farm Master Plan to guide the development, management and operation of the Farm, with the City of North Bend providing such approval via Resolution 1639 on December 3, 2013; and

WHEREAS, the Meadowbrook Farm Master Plan calls for the preparation of a Business and Marketing Plan for the purpose of increasing use of the Farm and growing revenue to cover the operational expenses of the Farm and provide for longer-term financial security; and

WHEREAS, the Association is comprised of volunteer board members, and as use of the farm has grown, the work of managing and developing the Farm, and marketing it to potential users and events has grown beyond the scale and scope typically expected of volunteers, and

WHEREAS, a business plan is necessary to determine how best to grow revenue to the Farm and to determine a staffing and funding model that optimizes the sustainable management of the Farm and its resources; and

WHEREAS, staff from the Cities worked with the Cities’ Economic Development Commissions to determine the appropriate scope of services and cost for a Meadowbrook Farm Business Plan, the recommendation of which was a total of \$15,000 and the request for qualifications and scope of services attached hereto as Exhibit B; and

WHEREAS, in the interest in promoting Economic Development and increasing the long-term financial security of Meadowbrook Farm, the Mayor of North Bend, per his authority under

NBMC 3.30 for expenditures under \$7,500, authorized a total of \$5,000 toward the project, with the Mayor of Snoqualmie also authorizing \$5,000 from the City of Snoqualmie, and the Association contributing \$5,000 from their budget; and

WHEREAS, staff noticed the request for qualifications and scope of services attached hereto as Exhibit B in the June 4 and June 11, 2014 Daily Journal of Commerce and Snoqualmie Valley Record; and

WHEREAS, one (1) proposal was received for such work, from Beckwith Consulting Group, for a total of \$15,000, inclusive of taxes;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to enter a contract, together with the City of Snoqualmie and the Meadowbrook Farm Preservation Association, with Beckwith Consulting Group in the amount of \$15,000 (North Bend's share being \$5,000), for the work described in the contract agreement and scope of work attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21ST DAY OF OCTOBER, 2014.

CITY OF NORTH BEND:

APPROVED AS TO FORM:

Kenneth G. Hearing, Mayor

Michael R. Kenyon, City Attorney

Effective:
Posted:

ATTEST/AUTHENTICATED:

Susie Oppedal, City Clerk

Agreement between Meadowbrook Farm Preservation Association and the Beckwith Consulting Group

This agreement

made this ____ day of _____ by and between the Beckwith Consulting Group, Planning, Design and Development Services, PO Box 704, LaConner, Washington 98257, phone 360-466-3536, fax 360-466-3601, e-mail: beckwith@beckwithconsult.com (hereinafter called the Consultant), and the **Meadowbrook Farm Preservation Association, the City of North Bend, and the City of Snoqualmie** (hereinafter collectively called the Client).

Witness that

the Consultant and Client agree as follows:

1: Scope of Services

The Consultant agrees to furnish consulting professional planning and design services to accomplish the scope of work described in the **14 July 2014 Scope of Work for the Meadowbrook Farm Business Plan**, hereby incorporated as Attachment One to this Agreement.

2: Meetings

The Consultant agrees to attend the schedule of meetings required in the Gantt Chart of Attachment One. The Beckwith Consulting Group shall be available to attend meetings in addition to those described above at compensation rates set forth in this Agreement.

3: Products

The Consultant agrees to prepare and reproduce the reports and products defined in the Gantt Chart of Attachment One.

4: Personnel

The Consultant agrees to provide the management, professional, technical and support personnel and sub-consultant team members shown in the Gantt Chart of Attachment One.

5: Items furnished by the Client

The Client agrees to provide all available information, data, reports, records and maps to which the Client has access and which are needed by the Consultant for the performance of the Scope of Services. It is agreed that the Consultant may proceed to obtain such information and services at the compensation rates defined in this Agreement in the event the Client fails to provide the above information or services in a timely and proper manner. The Consultant shall provide 5 days written notice prior to proceeding.

6: Responsibilities of the Client

The Client agrees to the designation of **Mary Norton, President, Meadowbrook Farm Preservation Association, Mike McCarty, Senior Planner, City of North Bend, and Lauren Hollenbeck, Senior Planner, City of Snoqualmie** as Client Representatives who will be authorized to serve as liaisons to the Consultant and make all necessary decisions required of the Client in connection with the execution of this Agreement.

7: Time of Performance

The Consultant agrees to commence and complete the work set forth in the Scope of Services within the time schedule required in the Gantt Chart of Attachment One. This assumes the submission of all required data and the performance of all required reviews and decisions by the Client as indicated in this Agreement and excepting delays caused by acts of God.

8: Compensation

The Client agrees to pay the Consultant on a lump sum by task basis for an amount not to exceed **\$15,000** for performing the work described in the Gantt Chart of Attachment One.

9: Method of Payment

The Consultant's compensation shall be paid monthly on account of the services performed during that month with payment due within 30 days of the detailed invoice date. Invoices shall show in detail all work and services performed.

10: Representations

The Client shall pay the Consultant for the effort expended under this Agreement irrespective of the success or failure of any representation made by the Consultant on behalf of the Client. Payment shall be rendered whether or not the effort results in the construction of projects, sale of properties or other consequences or conclusions.

11: Confidentiality of Information

Information obtained and reports prepared by the Consultant under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Consultant without the proper approval of the Client.

12: Changes

Either party may request changes in the Scope of Services, Meetings, Products, Schedules or other feature of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written and signed amendment to this Agreement.

13: Termination of Contract

Either party may terminate this Agreement upon 7 days written notice served on the other by registered mail. In the event of termination, the Client shall compensate the Consultant and subcontractors for all work performed to the date of termination.

14: Disputes

The Consultant and Client agree the laws of the State of Washington shall govern this Agreement. The Client shall appoint its agent for services of process in the event a dispute should arise out of or in connection with this Agreement. The prevailing party of any dispute arising out of or in connection with this Agreement shall be entitled to reasonable attorney's fees and all expenses incurred in connection with the dispute. Any suit to enforce provision of this agreement shall be brought in a Washington State court of jurisdiction.

15: Assignability

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This shall not prohibit the Consultant from contracting for accomplishment of portions of the Scope of Services with qualified sub-consultants.

16. Indemnification

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the Client from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the Client compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 16 apply to any claim of injury or damage to the persons or property of Consultant's employees. As to such claims and with respect to the Client only, Consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CLIENT AND CONSULTANT.

C. As used in this paragraph: (1) "Client" includes the Client's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the Client to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

17. Insurance

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the Client.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the Client authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.

2. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

3. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the Client, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the Client with a Certificate of Insurance acceptable to the Client's Attorneys evidencing the above-required insurance and naming each of the Clients, and their officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the Client of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the Client with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the Client may demand Consultant to promptly reimburse the City for such cost.

18. Independent Contractor

The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the any of the Client organizations.

19: Ownership of Materials

All documents, studies, surveys, maps, drawings, models, photographs and reports prepared by or for the Client under this Agreement shall become the property of the Client. The Beckwith Consulting Group may, at no additional expense to the Client, make and retain copies for the Beckwith Consulting Group's use.

Witness

the parties hereto have executed this Agreement as of the date written above.

On behalf of the Meadowbrook Farm Preservation Association Title

On behalf of the City of North Bend Title

On behalf of the City of Snoqualmie Title

the Beckwith Consulting Group

91-1249302 Employer Identification Number

signature
Tom Beckwith FAICP, Principal

Attachments

- 1: 14 July 2014 Scope of Work for Meadowbrook Farm Business Plan
- 2: Beckwith Consulting Group's Time & Materials Schedule 1 January 2014.

Attachment 2

Beckwith Consulting Group
Time and Materials Schedule as of 1 January 2014

Payment for professional services may be on the basis of the following hourly rates of staff engaged on the project plus direct expenses, outside consultants and rental of specialized equipment:

Hourly Rates:

Rates for **standard basic services** shall be at the rates shown which are based on a multiple of 2.5 times the employee's direct personnel expense.

Rates for **overtime**, where required and authorized by the Client, shall be at the standard rate for regular working hours and at the special rates for any extra hours authorized.

Rates for **special services** such as special consulting, consulting reports and/or court testimony shall be at a multiple of 3.0 times the employee's direct personnel expense on the project as defined here.

Direct Personnel Expense:

Direct Personnel Expense is defined as the gross hourly salaries of staff engaged on the project and the cost of their mandatory and customary fringe benefits.

Gross hourly salary is defined as the employee's base yearly salary divided by 2,080 hours per year. Mandatory and customary fringe benefits are defined as statutory employee benefit, insurance, sick leave, holidays, vacations and the like.

Direct Expenses:

Travel outside the Puget Sound Region (King, Pierce, and Snohomish Counties) at \$0.20 per mile plus any ferry or parking charges.

Blueprints, photographs, photocopying and other printing or reproduction services provided outside the Beckwith Consulting Group's offices at cost of the service plus 10% for management, coordination and responsibility.

Board and lodging outside the Puget Sound Region (King, Pierce and Snohomish Counties) at the cost of expense.

Postage, long distance telephone, telegram and other communications sent at cost of the service plus 10% for coordination and utility taxes.

Outside Consultants:

Consultants engaged on behalf of the Client and/or coordinated by the Beckwith Consulting Group shall be paid for by the Client in the amount of the consultant's full fee plus 10 percent for the Beckwith Consulting Group's management, coordination and responsibility.

Specialized Equipment:

Leased time on outside computers will be charged to the Client on a multiple of 1.10 times the charges made by the computer firm to the Beckwith Consulting Group for each project.

Hourly Rates for Standard Service:

Principal	\$85.00-\$135.00
Professional	\$55.00-\$ 85.00
Technical	\$35.00-\$ 55.00
Support	\$25.00
Clerical	\$20.00

Hourly rates may be changed each year to reflect cost-of-living wage increases. Adjustments for employee merit increases generally occur in January of each year, but may be made on an individual basis as performance warrants.

Method of Compensation:

Invoices will be submitted once a month for services performed during the prior month. Invoices not paid within 30 days of issuance shall bear interest at the rate of 1.5% per month compounded monthly.

Delinquency:

The Client shall pay the Beckwith Consulting Group for all expenses incurred for collecting any delinquent amount including but not limited to liens, reasonable attorney's fees, witness fees, personnel expenses, document duplication, organization and storage costs, taxable court costs, travel and subsistence in addition to the delinquent amount.

Scope of Work
Meadowbrook Farm Business Plan
North Bend & Snoqualmie, Washington



Beckwith Consulting Group
14 July 2014

Gantt Chart

14 July 2014

Our schedule and budget

Team Leader - Tom Beckwith FAICP												
Landscape Architecture - Terry Reckord FASLA												
Agriculture - Lauren Hedlin												

Our scope of work

The exact approach we undertake for your Meadowbrook Farm business planning process depends on your preferences and experience to-date - which we will resolve with you prior to proceeding.

In the meantime, we submit a summary description of the key tasks in the approach outlined in the Gantt Chart on the previous page that is based on your RSP and our experience with similar projects.

Start your process

1: Conduct retreat with stakeholders

We will conduct workshops with your Meadowbrook Farm Preservation Association, Snoqualmie and North Bend City Councils, Si View Metropolitan Parks District, and other stakeholders you deem appropriate. This will provide you and your participants an opportunity to review and strategize about:

- **Vision** - concerning the objectives of this Meadowbrook Farm business planning process.
- **Assessment** - of the Meadowbrook Farm Master Plan and other products that have been produced to date.
- **Identification of who and how to involve** - other stakeholders potentially including volunteer organizations, interpretive center users and activities, and the Snoqualmie and North Bend publics.

Based on the results of the retreat, we will refine the proposed tasks, schedules, and other particulars with you.

- **Websites** - we will create direct linkages to your cities websites devoted to this Meadowbrook Farm business planning process including objectives, scope of work, and schedules.



Assess conditions and opportunities

2: Evaluate site and facilities

We will inventory and assess existing conditions, repair and replacement, cyclical maintenance, and proposed improvements to the following features:

- **Scenic and aesthetic** - including preservation and enhancement of viewsheds of Meadowbrook Farm and Mount Si from nearby roads and from interior viewing stations and trails
- **Archaeological and historical** - including protections provided the undisclosed sites and the face of Swing Rock
- **Ownership** - including the status of purchase options for Swing Rock quarry
- **Roadways and parking areas** - including condition of Park Street/Boalch Avenue NW, the paved access to the Interpretive Center, and gravel/dirt access to the Scout Meadow and other field activities
- **Trails** - including linkage to Snoqualmie Valley Trail, the proposed access and trailhead with the Puget Sound & Snoqualmie Historic Railroad, Samuel Hancock Loop Trail, and other secondary trail accesses
- **Fields** - including the soil and vegetation condition of the Central Meadow, Swing Rock Field, Interpretive Center Events Field, Dike Road Fields, Boy Scout Island Field, Camas Meadow, and Greenchop Area/Event Fields
- **Forested areas** - including the woodland status and cover of the Forest Preserve and Wetland Forest
- **Agricultural uses** - including current and proposed crops and restoration needs of the Greenchop Area/Events Fields, Central Meadow, Camas Meadow, and the Interpretive Center Fields
- **Drainage** - including excavation of overgrown drainage ditches and/or re-establishment of natural area swales and streams
- **Wildlife** - including management requirements for elk, beaver, mole, and invasive plant species
- **Special areas** - including the status of the Natural amphitheater and Arboretum

- **Wells** - including the status of the 2 Meadowbrook Wells in the Central Meadows
- **Buildings** - including interim and long-term repair and replacement needs and the proposed expansions of the Interpretive Center

We will compile a list of repair and replacement, cyclical maintenance, and proposed master plan improvement projects and costs for the next 1-6 and 7-20 year business planning period.

3: Assess current operating costs/revenues

We will compile and evaluate existing conditions, repair and replacement, cyclical maintenance, and proposed improvements including:

Operations:

- **Staff** - including employed positions and contracted services for marketing, management and administration, custodial, field, forest, and wetland maintenance
- **Volunteers** - including part and full-time services for interpretation, education, restoration, and special event activities
- **Utilities and services** - including water, power, telecommunications, website and email, waste, materials, equipment, plants, and other incidentals

Revenues:

- **User fees and charges** - for use of the Interpretive Center, event fields, hay crops
- **Grants and donations** - from nonprofit organizations, corporations, and individuals
- **General Funds** - from Snoqualmie and North Bend to cover remaining annual expenditure deficits

We will project cash flows likely for operations and revenues over the next 1-6 and 7-20 year business planning period were no changes made to current practices or policies,

4: Conduct user workshops



We will conduct workshops with your existing and potential Meadowbrook Farm user groups including educational

and community organizations, and event and

activity planners for festivals, weddings, parties, and other special events.

Depending on the results of task 1, this could include:

- Snoqualmie Valley School District
- WSU Agricultural Extension
- Mountain to Sound Greenway Trust
- Puget Sound & Snoqualmie Historic Railway
- Snoqualmie Valley Historical Society
- Boy and Girl Scouts
- 4-H and Pony Clubs
- North Bend Farmers' Market
- Si View Metropolitan Park District
- Snoqualmie Tribe
- US Forest Service
- National Park Service
- King County Natural Resources
- Wedding and special event planners
- Highland Games and similar festivals

We will facilitate strategizing where the participants consider and project their organization's use, volumes, reaction to prime market and nonprofit fee schedules, and other particulars for the Interpretive Center and fields.

We will use the workshop results to verify assumptions about organizational use, fee acceptance, and other initial business scenario particulars.

5: Survey visitors and users

We will conduct surveys of your existing, previous, and potential Meadowbrook Farm users and visitors to determine:

- **User characteristics** - including place of



residence, age, and household status

- **Reason for using** - Meadowbrook Farm Interpretive Center, fields,

trails, wildlife viewing areas, and other features including assessment of costs, quality, convenience, and other factors

- **Source of information** - concerning Meadowbrook Farm features of interest

including website, brochures, visitor guides, and other social media

- **Expenditures** - at Meadowbrook Farm and in Snoqualmie and North Bend for accommodations, gas, food, and other items and services
- **Level of satisfaction** - with Meadowbrook Farm's existing and proposed features and facilities
- **Desire** - for specific facility or service improvements including priorities



We will use the results of the surveys to forecast future visitor demand and visitor reaction to possible market rate and off-peak nonprofit fees, charges,

volunteering, donations, and other particulars for business planning purposes.

6: Evaluate market opportunities

Using the results of task 1-5, we will forecast your potential Meadowbrook Farm revenue generating opportunities possibly including the following example recruitments:

- **Retail sales on-line** - of books, videos, artworks, and other products that showcase Meadowbrook Farm history, features, or attractions
- **Art classes and exhibits** - renting the Interpretive Center and possibly an outdoor sculpture garden of artworks for display and consignment sales
- **Naturalist events** - promoting bird, elk, beaver, and other wildlife viewings, tours, photography sessions, work parties, and other exhibitions
- **Weddings and parties** - renting an expanded indoor/outdoor Interpretive Center venue
- **Music and theater performances** - renting the proposed Natural Amphitheater and Interpretive Center
- **Native plants and culture** - showcased in the proposed Arboretum demonstrating early crops and foodstuffs of the Snoqualmie Tribe and early settlers and hop farmers
- **Native American festivals** - hosting the Snoqualmie Tribe in recreations of the summer

activities Meadowbrook Farm played in early trading routes and gatherings

- **Organic farming** - showcased in the proposed Arboretum or a Community Garden as well as crops and livestock on the Fields
- **Wine and beer tasting** - renting the Interpretive Center and Fields to showcase and celebrate the historical significance of the hop fields and farmers
- **Special events and festivals** - using the Fields for Highland Games, farmers' markets, equestrian events and competitions, kite and ultralight flying competitions, antique car and farming equipment shows, demonstrations, and competitions

We will project existing and potential events, participants, marketing costs, infrastructure requirements and projects, and revenues for each and all of the above under do-nothing to highly aggressive scenarios for consideration.

We will compare and assess your Meadowbrook Farm's potential for recruiting for these market opportunities versus other competitive sites and facilities including King County's Marymoor Park, Whatcom County's Hovander Homestead, Bellevue's Kelsey Creek Farm, Auburn's Olson Farm, among others.

7: Review findings with stakeholders

We will review the results and implications of



task 2-6 with your Meadowbrook Farm business planning stakeholders and the Snoqualmie and North Bend City

Councils at a series of public workshops.

Your workshop participants will review, critique, and refine where appropriate which scenario(s) they wish to see developed into marketing plan elements in following tasks.

Develop marketing plan elements

8: Develop marketing plan

Based on the results of task 7, we will update the following materials for use in your website, e-mail, direct mail, and cold call marketing:

- **Recruitment target list** - of existing, previous, and potential user organizations and individuals including contact name, email, address, and phone number
- **Introduction** - including compelling reasons why Meadowbrook Farm makes sense for their wedding, party, or special festival or event
- **Historical context** - general information and photos highlighting Meadowbrook Farm, Snoqualmie, and North Bend's Native American and early settler history and historical assets
- **Current market position** - including assessments of Meadowbrook Farm's competitive advantages versus other venues such as Marymoor Park, Kelsey Creek Farm, etc
- **Demographic and lifestyle data** - on current and projected population, income, leisure expenditures, and other characteristics of your tourism and visitor trade area
- **Access** - including routes, volumes, travel times, and visibility from Interstate 90, SR-202, North Bend Way, Metro Transit, Snoqualmie Valley Trail, Puget Sound & Snoqualmie Historic Railway
- **Supporting services** - including lists and contact info for available caterers, photographers, florists, musicians, entertainers, and other services necessary to support weddings, parties, and other special events
- **Supporting facilities** - including lists and contact info for restaurants, hotels, motels, taxis and limos, and other accommodations necessary to host participants or attendees to weddings, parties, and other special events
- **Press coverage** - and testimonials highlighting success stories at Meadowbrook Farm
- **Promotional calendar** - of special events, festivals, and exhibits booked on an annual basis and month and year to date
- **Incentives** - including summary of Meadowbrook Farm, Snoqualmie, North Bend, Si View Metropolitan Park District, and other public incentives and assistance available

We will summarize the costs and benefits of implementing the marketing plan, including alternatives within the scenarios, on realizing your Meadowbrook Farm opportunities.

9: Define field management element

Based on the results of task 7, we will define alternative management plans for each field that considers:

- **Meadow mowing** - 2 to 3 times a year to suppress woody plant growth in association with greenchop or hay crops
- **Short grass mowing** - on a monthly or weekly basis possibly on a rotating field basis during the growing season without a crop yield to more thoroughly suppress woody plant growth, prep the fields for activities, and postpone major meadow edge renovation cycles
- **Plowing, harrowing, and reseeded** - on a 3 to 7 year basis to retain and re-establish meadow edges and grasses and remove scrub shrub growth and woody plant incursions
- **Livestock management** - including goats along the meadow periphery to control woody and invasive plant growth depending on local availability of goat herds and the extent temporary fencing may inhibit field use
- **Herbicides** - on trails, parking areas, and invasive species (or biological controls) depending on impacts to organic certifications and adjacent property owner agreements
- **Reforestation** - including additional cedar tree plantings in the Millennium Cedar Grove and along riparian corridors
- **Drainage** - excavating perimeter drainage ditches and restoring the natural channel and habitat along Gardiner Creek

We will summarize the costs and benefits of using each field management approach on Central Meadow, Swing Rock Field, Interpretive Center Events Field, Dike Road Fields, Boy Scout Island Field, Camas Meadow, and Greenchop Area/Event Fields along with the impacts each approach would have on marketing opportunities and the retention of the open meadow goals in your Master Plan.

10: Develop staffing element

Based on the proposals in tasks 8-9, we will develop alternative staffing plans that consider:

- **Direct employment** - of key marketing, management, building and field maintenance staff on full-time, part-time, and seasonal basis to meet all operational requirements
- **Consulting services** - for key services including marketing and promotion, grants and finances, special event planning and hosting, design and development projects and programs
- **Contract services** - with Si View Metropolitan Park District, local farmers, and other organizations to provide seasonal field

and goat herds and/or special event supporting services

- **Volunteers** - to provide educational and interpretive tours, retail sales, special event hosting, and other appropriate services

We will summarize the costs and benefits of employing each and all staff alternatives to the required building and field repair and replacement, cyclical maintenance, and special event and program requirements for the next 1-6 and 7-20 year period including all direct and indirect costs.

11: Project revenue and financing

Using the results of tasks 2-10, we will develop alternative projected cash flows for your 1-6 and 7-20 year periods accounting for:

- **No-action** - where your marketing approaches, program and participant volumes, rental rates and user fees, and field management and staffing approaches remain unchanged
- **Expanded opportunities** - where your marketing approaches increase your program and participant volumes but rental rates and user fees, and field management and staffing approaches remain unchanged
- **Altered management** - where your field management and staffing approaches are revised but your marketing approaches, program and participant volumes, and rental rates and user fees remain unchanged
- **Increased fees** - where your rental rates and user fees are revised but your marketing approaches, program and participant volumes, field management and staffing approaches remain unchanged
- **Expanded, altered, and increased** - where your marketing approaches, program and participant volumes, rental rates and user fees, and field management and staffing are all revised

We will summarize the impacts each scenario has on your ratio of expenditures to revenues, including any supplemental General Funds, donations, grants, or other deficit financing requirements. We will cost/benefit each approach as it relates to your Master Plan goals and objectives and discount any potential risk assessments under each or hybrid combinations of the above scenarios for your consideration.

12: Review marketing plans with stakeholders

We will review the marketing plan elements and the cash flow projections of task 8-11 with your Meadowbrook Farm business planning stakeholders, Snoqualmie



and North Bend City Councils at a series of public workshops.

Your workshop participants will review, critique, and refine where appropriate which marketing plan element and cash flow scenario they decide to implement in your forthcoming 1-6 and 7-20 year business planning periods in following tasks.

Create implementation program

13: Create work plan, CFP, tracking system

Based on the result of task 12, we will develop a detailed implementation program to include:

- **Work plan** - including tasks, schedules, budgets, roles and responsibilities necessary to implement any adopted revisions to your marketing approaches, program and participant volumes, rental rates and user fees, field management and staffing approaches using employed staff, consulting or contract services, and volunteers.
- **Capital facilities program (CFP)** - defining final design, development, operation, and maintenance costs and funding sources or methods for each preserve, field, trail, ditch, building, and other facility improvement over your next 1-6 and 7-20 year business planning period.
- **Tracking and feedback program** - defining performance measures or benchmarks by which to measure progress for achieving your desired business plan results including making adjustments where necessary such that implementation actions realize your intended goals.

We will make formal presentations of your Meadowbrook Farm Business Plan to the Snoqualmie and North Bend City Councils to obtain final comments, commitments, and approvals.

Request for Qualifications Meadowbrook Farm Business Plan

The Meadowbrook Farm Preservation Association is requesting qualifications from qualified consultants to prepare a business plan for Meadowbrook Farm.

Project Description

Meadowbrook Farm is a 460 acre public open space property owned by the Cities of North Bend and Snoqualmie, and managed by the Meadowbrook Farm Preservation Association (the Association) in accordance with the Meadowbrook Farm Master Plan and an Interlocal Agreement between the Cities and the Association. The Association wishes to increase use of Meadowbrook Farm to provide for maximum public benefit and the generation of revenue to the farm, while managing the farm in a financially and environmentally sustainable manner.

A successful business plan will determine how best to grow revenue through uses and events consistent with the Meadowbrook Farm Master Plan, and will recommend a staffing and funding model that optimizes the sustainable management of Meadowbrook Farm, and its resources. The business plan should align with and strengthen the Meadowbrook Farm Master Plan.

Scope of Services

The following scope of services is a general outline and is not intended to be a comprehensive summary of the required services. The consultant should review the information available and recommend a more detailed scope of services, if necessary. The final scope of services shall be agreed upon during the contract negotiations.

1. Meet regularly with the subcommittee of the Association to provide progress updates and obtain feedback and coordination on preparation of the Business Plan.
2. Prepare a complete **Cost Assessment** of the actual annual operating cost to manage and maintain Meadowbrook Farm. This should include all costs associated with scheduling and managing users including events, weddings, etc., maintaining the building, grounds, recreation fields, and meadow fields. All without volunteer support.
3. Prepare a **Site and Facility Evaluation** to identify the key physical attributes/features of the property in terms of attraction (scenery, natural & cultural history, open field areas) and suitability for events and activities consistent with the Master Plan. This evaluation should also include an analysis of tourist services available to support events (hotels, caterers, guides, etc.)
4. Prepare a **Market Evaluation** to identify opportunities for various events and activities, and key event/rental users consistent with the Meadowbrook Farm Master Plan. The Market Evaluation will include
 - a. Evaluation of event industry trends that present opportunities for future growth.
 - b. Evaluation of comparative strengths and weaknesses of Meadowbrook Farm as a venue against similar competitive venues and spaces;
 - c. Defining the different target user groups by type of event and activity
 - d. Recommendations for key improvements necessary to increase desirability of the property for targeted users.
5. Prepare a **Marketing Plan** to identify and recruit potential/targeted users of the farm for uses and activities consistent with the Market Evaluation and the Meadowbrook Farm Master Plan. The Marketing Plan should address:
 - a. Using branding to gain recognition and convey the correct image consistent with the Master Plan

- b. Developing a promotional message(s)
 - c. Targeted marketing strategies by event/activity (direct marketing, advertising, other)
 - d. Types of local businesses to recruit in support of event/activity tourism activity generated at the Farm
6. Prepare a **Field Management Recommendation** that identifies the optimal field maintenance arrangement that maximizes availability of the fields for public and event use while minimizing costs and conflicts. The Field Management Recommendation will include:
 - a. Recommendation on contracted vs. in-house equipment and maintenance staff
 - b. Identification of anticipated annual field management costs.
7. Determine the roles, duties and recommended salary range for a **Recommended Staff Position(s)** to oversee management and stewardship of the property, including branding, marketing and promotion; managing the budget, grant writing/fundraising, work program and contractual arrangements; and coordinating capital improvements to the farm consistent with the Business Plan and Meadowbrook Farm Master Plan. Evaluate feasibility for use of City Parks staff for mowing or other maintenance duties as an alternative to contracting or Association staffing.
8. Prepare a **Revenue and Funding Plan** with pro-forma financials and biennial budget that identifies anticipated annual income and revenue from property and facility rentals, activities and events as necessary to cover anticipated expenses for management, maintenance and operations, and site development consistent with the Meadowbrook Farm Master Plan and improvements identified through the Market and Facility Evaluation.
9. Develop a **Tracking and Feedback Program** to evaluate local economic impacts (ROI) from events and activities to both cities; survey/understand user experience and opinion; track amount of resident use and opinion.
10. Prepare an **Implementation Plan** that outlines the process for the Association to put the business plan in play, to ensure that it's acted on.
11. The business plan should be completed by September 1, 2014.

Qualification Evaluation and Selection Process

A selection committee assembled by the Association will review the written proposals. Proposals will be evaluated to determine which ones best meets the needs of the Association in accordance with the following:

1. Complete qualification proposal submitted on time
2. Relevant Qualifications
3. Relevant Experience with business planning for public facilities/parks/event sites
4. Past performance/references
5. Approach to project
6. Compensation

At the option of the Association, the top scoring proposers (based on the criteria) may be asked to make a presentation on their proposal. This will provide an opportunity to clarify or elaborate on the proposal but will not, in any way, provide an opportunity to change any fee amount originally proposed. The Association will schedule the time of these presentations and notify selected firms/individuals.

The budget to develop this business plan shall not exceed \$15,000.

The Association will select one (1) firm to provide the services required in the RFQ, based on qualifications. Their selection shall be based on the above criteria including any additional required submittals, references, and any interviews if desired by the Association.

The Association will then endeavor to negotiate a contract with the successful firm. In the event a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest and qualified ranked firm, and so on until a mutually agreeable contract can be negotiated. Once negotiations cease with one consultant and negotiations commence with another, no further discussion will occur with the un-successful consultant.

The Association reserves the right to waive as informality any irregularities in proposals and/or to reject any or all submissions.

Submittal Deadline

Proposals must be received by 5:00 p.m. on July 14, 2014. They may be mailed or delivered to the address listed below. The respondent is wholly responsible for ensuring the submittal arrives on time. Please direct all questions to Gina Estep, City of North Bend, Director of Community and Economic Development, per the below contact information.

City of North Bend
CED Director, Gina Estep
P.O. Box 896
North Bend, WA 998045
(425) 888-7640
gestep@northbendwa.gov

Meadowbrook Farm Preservation Association
ATTN: Mary Norton, President
P.O. Box 1462
Snoqualmie, WA 98065
(425) 888-4813
nortonmcelroy25@centurytel.net

Statement of Qualifications Submittal Requirements (Minimum)

The proposal should be submitted and organized in a manner that will convey pertinent information. The length of the proposal shall not exceed eight (8) pages, excluding items 5, 6 and 7 below. The proposal should be formatted in the following basic order:

1. Title Page
2. Table of Contents
3. Letter of Transmittal
4. Proposal
 - a. A detailed explanation of the consultant's approach and methods to complete this project.
 - b. Work Plan
 - i. Detailed scope of services proposed by the consultant
 - ii. Detailed schedule
5. Qualifications
 - a. Relevant Experience
 - b. References
 - c. Resumes
6. List of any sub-consultants and their qualifications
7. Cost Proposal – as described below

Cost Proposal Submittal Requirements

Compensation will be on a not to exceed contract.

Cost proposals shall include the following:

- The firms' standard rates and fees schedule including all subconsultants
- Anticipated resources and timelines for tasks
- Individual estimates for each phase identified above
- Overhead rates and costs
- A break down into component charges of the project
- Total proposal cost (all expenses must fit within the total bid amount)